

Council/Agency Meeting Held: _____		City Clerk's Signature _____
Deferred/Continued to: _____		
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied		
Council Meeting Date: 2/19/2008	Department ID Number: HR- 08-01	

CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
SUBMITTED BY: PAUL EMERY, INTERIM CITY ADMINISTRATOR
PREPARED BY: MICHELE CARR, DIRECTOR OF HUMAN RESOURCES
SUBJECT: ADOPT RESOLUTION 2008-13 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON BEACH AND THE HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION (HBFA)

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue:

The City and the Huntington Beach Firefighters' Association (HBFA) have tentatively agreed to enter into a new Memorandum of Understanding (MOU) for the period September 25, 2007 – June 24, 2011.

Funding Source:

Funding is contained in the current Fiscal Year 2007/2008 budget, and funding will be included in the budgets for Fiscal Years 2008/2009, 2009/2010, 2010/2011. The cost to implement the HBFA MOU:

- Fiscal Year 2007/2008: \$1,259,806
- Fiscal Year 2008/2009: \$1,019,747
- Fiscal Year 2009/2010: \$1,066,662
- Fiscal Year 2010/2011: \$ 703,851
- Totals: \$4,050,066

Recommended Action: Motion to:

Adopt Resolution No. 2008-13 a resolution of the City Council of the City of Huntington Beach approving and implementing the Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Firefighters Association (HBFA) for the term of September 25, 2007 through June 24, 2011.

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REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 02/19/08

DEPARTMENT ID NUMBER: 08-01

Alternative Action(s):

Do not approve the Resolution for the HBFA employees and direct staff to either attempt to continue to meet and confer with the Association or utilize the impasse procedures under the City's Employer-Employee Relations Resolution.

Analysis:

Representatives of the City and the HBFA have completed the meet and confer process with agreement on a new Memorandum of Understanding (MOU) for the period of September 25, 2007 through June 24, 2011. The negotiations process focused primarily on wages, including a variety of special assignment pays.

Highlights from the listing of proposed pay and benefit changes include the following:

Wage Increases

- 2.5% wage increase retroactive to the beginning of the pay period that includes September 25, 2007 (09/22/07).
- 2.5% wage increase effective March 22, 2008
- 3.0% wage increase effective September 20, 2008
- 2.5% wage increase effective March 21, 2009
- 3.0% wage increase effective September 19, 2009.
- 2.0% wage increase effective March 20, 2010
- 2.0% wage increase effective September 18, 2010
- 2.5% wage increase effective March 19, 2011

Special Pays

The City and the Association agreed to modify and/or to implement special pay compensation regarding Education (Level I and Level II), Urban Search and Rescue (USAR), Hazardous Materials (HazMat), Rank Paramedic, and a variety of Special Certifications including, but not limited to, Advanced Paramedic Certifications, Chief Officer Certifications, and Fire Officer Certifications.

A summary of these and all other negotiated provisions are included as Attachment #1.

Strategic Plan Goal:

Not applicable

Environmental Status:

Not applicable

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 02/19/08

DEPARTMENT ID NUMBER: 08-01

Attachment(s):

City Clerk's Page Number	No.	Description
4	1.	PowerPoint Presentation – Summary of Negotiated Provisions
14	2.	Legislative Draft – Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Firefighters' Association (HBFA) for the period September 25, 2007 through June 24, 2011.
81	3.	Resolution No: <u>2008-13</u> Resolution to adopt a Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Firefighters Association (HBFA) for the period September 25, 2007 through June 24, 2011, including Exhibit A: Final Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Firefighters' Association (HBFA) for the period September 25, 2007 through June 24, 2011.

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ATTACHMENT #1

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PROPOSED CHANGES IN TERMS AND
CONDITIONS OF EMPLOYMENT BETWEEN

CITY OF HUNTINGTON BEACH

AND

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

TERM OF MEMORANDUM OF UNDERSTANDING

09/25/07 – 06/24/11

Huntington Beach Firefighters' Association Members: 119

SUMMARY OF NEGOTIATED PROVISIONS INCLUDING COSTS

I. WAGE INCREASES

YEARS	1	2	3	4
Wage Increase %				
Eff. September	2.5	3.0	3.0	2.0
Eff. March	2.5	2.5	2.0	2.5
Captain Adjustment	2.0			

I. WAGE INCREASES

FY 2007/08 Estimated Cost \$	1,259,806
FY 2008/09 Estimated Cost \$	1,019,747
FY 2009/10 Estimated Cost \$	1,066,662
FY 2010/11 Estimated Cost \$	<u>703,851</u>
TOTALS	\$ 4,050,066

II. HEALTH BENEFITS

- **NO HEALTH COST INCREASES**

III. RETIREMENT

- **NO CHANGES TO RETIREMENT PLAN**

IV. SPECIAL PAYS

- Education Incentive
 - AA degree 3.0%
 - BA degree 6.0%
- Certification Pay
 - Chief Officer (Captains and above) 3.0%
 - Fire Officer (Below Captains) 3.0%
 - Senior Paramedic 1.0%
- Assignment Pay
 - USAR: Light duty 1.0%, Medium duty 3.0%
 - Hazmat: Technician 5.0%, Specialist 7.5%
 - Rank Paramedic 14.0%

SUMMARY OF NEGOTIATED PROVISIONS

NO MEASURABLE COST CONSIDERATIONS

IV. CONTRACT LANGUAGE UPDATES

- Policy D-10 for open competitive recruitments was modified to allow for multiple recruitments and exams per year for each classification.
- Modifications to contract language to clarify:
 - Compensatory Time
 - Callback
 - Cancellation of Overtime
 - Medical Retiree Subsidy Plan
 - Post-65 Supplemental Medicare Coverage
 - Public Employees Retirement System
 - Pay Off at Termination
 - Non-substantive revisions to comply with federal and state employment law.

Total Cost Summary

Estimated Cost for Term of the Agreement

09/25/07 – 06/24/11

I. Wages	Total Est. Cost	\$ 4,050,066
II. Health Benefits		\$ 0
III. Retirement		\$ 0
TOTAL ESTIMATE	Total Est. Cost	\$ 4,050,066

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ATTACHMENT #2

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Memorandum of Understanding

Between

The Huntington Beach
Firefighters Association



*Draft
1-28-08
Sandy H draft*

And

The City of Huntington Beach



September 25, 2004-~~2007~~ through September-~~June~~ 24,
~~2007~~**2011**

Fire MOU

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF HUNTINGTON BEACH
(Hereinafter called CITY)
and
THE HUNTINGTON BEACH FIREFIGHTER'S ASSOCIATION
(Hereinafter called ASSOCIATION or HBFA)

September 25, 2004-2007 through September-June 24, 2007-2011

ARTICLE I - REPRESENTATIONAL UNIT/CLASSIFICATIONS

- A. It is recognized that the Huntington Beach Firefighter's Association is the employee organization, which has the right to meet and confer in good faith with the City on behalf of employees of the City of Huntington Beach within the following classifications:

Deputy Fire Marshal*
Fire Captain
Fire Engineer

Firefighter
Firefighter Paramedic
Fire Protection Specialist*
Fire Development Specialist*

*Administrative Appointments

- B. The City and Association have agreed to a procedure whereby the City, by and through the Human Resources Manager **Director**, would be entitled to propose a Unit Modification. This agreement, Exhibit A, consists of a modification of the City of Huntington Beach Employer-Employee Relations Resolution (Resolution Number 3335). The City hereby agrees not to propose a unit modification of the existing FIRE Association unit.

ARTICLE II – EXISTING CONDITIONS OF EMPLOYMENT

- A. Except as expressly provided herein, the existing wages, hours, and other terms and conditions of employment within the lawful scope of representation of the Association that are contained in prior Memoranda of Understanding between the parties hereto and which are currently applicable to employees covered herein, shall remain in full force and effect.
- B. When used in this Memorandum of Understanding (MOU), the word "staffing" shall have the same meaning as the word "manning" and are used interchangeably.

FIRE MOU

September 25, 2004-2007 – September ~~June~~ 24, 2007**2011**

ARTICLE III - SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this MOU or any additions or amendments thereof, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ~~resolution-MOU~~ or its application to other persons. The City Council hereby declares that it would have adopted this MOU and each section, subsection, sentence, clause, phrase or portion, and any additions or amendments thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions, or the application thereof to any person, be declared invalid or unconstitutional.

ARTICLE IV – SALARY SCHEDULES

For each year of this agreement, the base salary of each classification represented by the Association shall be as set forth in the Salary Schedules, Exhibit B.

A. Wage Increases:

1. ~~Effective September 25, 2004~~ **the beginning of the pay period that includes September 25, 2007**, all bargaining unit employees shall receive a ~~4% (four percent)~~ **two and one-half percent (2.5%)** wage increase, **except that employees in the classification of Fire Captain shall receive an additional two percent (2%) wage increase, for a total wage increase of four and one half percent (4.5%).**
2. ~~Effective September 24, 2005~~, **the beginning of the pay period that includes March 24, 2008**, all bargaining unit employees shall receive a **two and one-half percent (2.5%)** ~~4% (four percent)~~ wage increase.
3. ~~Effective the –beginning of the pay period that includes September 23, 2006~~**2008**, all bargaining unit employees shall receive a ~~2% (two percent)~~ **three percent (3%)** wage increase.
4. ~~Effective~~ **Effective the beginning of the pay period that includes March 24, 2007, March 23, 2009**, all bargaining unit employees shall receive a **two and one-half percent (2.5%)** ~~2% (two percent)~~ wage increase.
5. **Effective the beginning of the pay period that includes September 22, 2009**, all bargaining unit employees shall receive a **three percent (3%)** wage increase.
6. **Effective the beginning of the pay period that includes March 22, 2010**, all bargaining unit employees shall receive a **two percent (2%)** wage increase.

FIRE MOU

September 25, 2004-2007 – September-June 24, 2007-2011

7. Effective the beginning of the pay period that includes September 21, 2010, all bargaining unit employees shall receive a two percent (2%) wage increase.
8. Effective the beginning of the pay period that includes March 21, 2011, all bargaining unit employees shall receive a two and one-half percent (2.5%) wage increase.

~~B. Salary Study On or before April 1, 2007, representatives of the parties will conduct a joint study that compares the total compensation, as defined below, of employees in the classifications of Firefighter, Firefighter Paramedic, Fire Engineer and Fire Captain to the total compensation of comparable employees working for the Fire Departments described below, provided that those agencies may be altered by mutual agreement of the parties. The parties shall make every effort to complete the study on or before June 30, 2007. The City shall have no obligation to take any action regarding the compensation of employees covered by this Agreement based upon the results of that study.~~

~~The ingredients of compensation used for comparison purposes shall be those in effect at the time of the study, except that, where the parties have identified increases to become effective by the end of the first pay period in October, 2007, the increased levels of compensation shall be used. The following ingredients of total compensation shall be considered, along with any others mutually agreed upon by the parties: base salary, the value of employer payments of required employee retirement contributions, the value of employer contributions towards the payment of premiums for medical, dental, vision and long-term disability insurance, the maximum amount of specialty pays (i.e., assignment bonuses) that any one employee is capable of earning, the maximum longevity payment, the maximum educational incentive bonus, the maximum certification pay, the value of the maximum leave accruals and the value of any enhanced retirement formulas.~~

~~The parties shall make every effort to agree upon the methodology of calculating the value of these ingredients. As part of that process, the parties may agree to remove and/or add other ingredients of pay to the definition of total compensation.~~

~~The Fire Departments that will be used for comparative purposes, unless changed by mutual agreement of the parties, are as follows: Orange County Fire Authority, Santa Ana Fire Department, Anaheim Fire Department, Costa Mesa Fire Department, Torrance Fire Department, Los Angeles County Fire Department, Fountain Valley Fire Department, Newport Beach Fire~~

FIRE MOU

September 25, 2004 ~~2007~~ – September ~~June~~ 24, 2007 ~~2011~~

~~Department, Glendale Fire Department, Los Angeles City Fire Department, and Long Beach Fire Department.~~

ARTICLE V – SPECIAL PAY

A. Education:

1. Incentive Plan – It is the purpose and intent of the **City to provide an Education Incentive Plan** to motivate the employee to participate in, and continue with his/her education so as to improve his/her knowledge and general proficiency which will, in turn, result in additional benefits to the Fire Department and to the City. As certain ~~the~~ levels of additional education **listed below** are satisfactorily completed and attained, the employee will receive additional monetary compensation in recognition of his/her educational achievement.
 - a. Level I – Any employee who has ~~completed one (1) year of service with the City of Huntington Beach and has attained an Associate of Science Degree, or attained~~ **Junior status in a degree program,** in Fire Science, or an equivalent course of study as determined by the Education Committee and the Fire Chief, shall receive an additional bi-weekly payment of ~~forty-six dollars and fifteen cents (\$46.15). Effective pay period beginning March 24, 2007, the bi-weekly payment of \$46.15 shall be converted to a special pay of 1.78% of the bi-weekly rate of Firefighter Step E. It is the intention to provide all eligible employees the same dollar value in this special pay regardless of rank~~ **educational incentive pay of three percent (3%) of his/her base rate of pay. An employee may only receive this education incentive pay for one degree.**
 - b. Level II – Any employee who has ~~completed three (3) years of service with the City of Huntington Beach and has attained a Bachelors Degree in Fire Administration, Public Administration, Public Policy or an equivalent degree as determined by the Education Committee and Fire Chief- or an equivalent course of study as determined by the Education Committee and Fire Chief,~~ shall receive an additional bi-weekly payment of ~~sixty-nine dollars and twenty-three cents (\$69.23). Effective pay period beginning March 24, 2007, the bi-weekly payment of \$69.23 shall be converted to a special pay of 2.67% of the bi-weekly rate of Firefighter Step E. It is the intention to provide all eligible employees the same dollar value in this special pay regardless of rank~~ will receive education incentive pay of **six percent (6%) of his/her base rate of pay. An employee may only receive this education incentive pay for one degree.**

FIRE MOU

September 25, 2004 ~~2007~~ – September ~~June~~ 24, 2007~~2011~~

c. Maximum Education Incentive Pay - The maximum education incentive pay an employee may receive is six percent (6%) of his/her base rate of pay for a Bachelors Degree.

ed. Degree Majors – Degree majors in an equivalent course of study other than Fire Science, Fire Administration, or Public Administration, **or Public Policy** shall be approved in advance by the Education Committee.

de. Education Committee – An Education Committee shall be formed **established** and shall be composed of three (3) members. Of said three (3) members, one shall be appointed by the Association, one appointed by the Fire Chief, and the third shall be the Human Resources Manager**Director**.

ef. Effective Date – ~~Following~~ **Certification— by the Education Committee, to an education award and to the additional education incentive pay compensation—pay shall begin—commence the beginning of the pay period following certificationthe employee's submission of a completedthe application that qualifies for education incentive pay.**

fg. Previous Benefits – Notwithstanding the foregoing, any employee currently receiving educational incentive benefits in any previously approved schedule, shall continue to receive the monthly payments entitled thereunder, in lieu of any payment available under Section "A.1." of this Article, if the current payment exceeds the payment to which the employee would be entitled under Section "A.1." if any.

B. Acting Assignments - Employees acting in a higher classification, ~~when shall be properly qualified and compensated in accordance with the City Personnel Rules, shall be considered equivalent to the required classification.~~

FIRE MOU

September 25, 2004-~~2007~~ – September ~~June~~ 24, 2007**2011**

C. Administrative Appointments:

1. Administrative Appointments – The City may, from time to time, administratively appoint employees to administrative or specialist positions. ~~The personnel~~ **Employees** so appointed to the positions of **Captain Paramedic, Engineer Paramedic, Deputy Fire Marshal, ~~and~~ Fire Protection Specialist or Fire Development Specialist shall serve at the discretion of the Fire Chief. An administrative appointment shall not affect the employee's regular classification or rank. Persons **administratively** appointed to ~~these positions~~ shall retain their highest previous permanent classification and the anniversary date of their appointment to the permanent classification.**

2. Pay Upon Completion of Administrative Appointment:

a. An employee administratively appointed to the positions of **Captain Paramedic, Engineer Paramedic, Deputy Fire Marshal, and Fire Protection Specialist, or Fire Development Specialist** who is subsequently is voluntarily or involuntarily reassigned to a position within their permanent classification with a lower rate of pay, shall receive a one (1) step reduction in pay to initially coincide with their reduced assignment and at each anniversary date of the original reduction thereafter, until their rate of pay equals the rate of pay entitled as if they had not received the administrative appointment.

b. Any **employee** administratively appointed ~~employee~~ to the positions of **Captain Paramedic, Engineer Paramedic, Deputy Fire Marshal, ~~and~~ Fire Protection Specialist, ~~or~~ Fire Development Specialist** who has completed four (4) years of service in the appointed or any other appointed parallel position, may request to return to their permanent classification, and shall within one (1) year thereafter, be entitled to return to his/her permanent classification. The pay rate changes associated with the appointment or reappointment shall follow the process and procedures established for all positions within the classified service.

c. This section shall not apply to disciplinary demotions or layoffs.

D. Pay Upon Completion of Paramedic Duties - Any Firefighter Paramedic with a minimum of five (5) years of continuous service as a Paramedic may request reinstatement to his/her previously held classification. Such request must be submitted in writing to the Fire Chief at least one (1) year prior to the date of the requested reinstatement. Upon reinstatement, if the employee's current base salary is equivalent to or in excess of Step E of the respective Firefighter salary range, his/her salary **will be Y-rated** and will not change until it no longer exceeds Step E of the respective Firefighter salary range.

FIRE MOU

September 25, 2004-~~2007~~ – September ~~June~~ 24, 2007**2011**

If the employee's Paramedic salary is less than Step E, his/her salary shall be set at a step in the range closest to his/her existing current base salary.

This section shall not apply to disciplinary demotions or layoffs.

E. Special Certification/Special Assignment Skill Pay:

1. State Board of Fire Service Certification - Any employee, in a position that did not require certification as a condition of employment, and who at any time has been or becomes certified by the State Board of Fire Services in a classification then occupied, shall be entitled, upon request, to a lump sum cash payment of two hundred fifty dollars (\$250). Each employee may only receive one such payment irrespective of the number of times he/she is certified in any position.
2. Paramedic Re-certification - Each time a Firefighter Paramedic assigned as a Firefighter Paramedic is re-certified by the State of California as a Paramedic, the Firefighter Paramedic shall be entitled to a lump sum cash payment of five hundred dollars (\$500).

Each time a Fire Captain or Fire Engineer is re-certified by the State of California as a paramedic, the employee shall be entitled to a lump sum cash payment of five hundred dollars (\$500). Eligible employees are Fire Engineers or Fire Captains who currently possess a State of California Paramedic License and/or are re-certified by the State of California as a Paramedic to practice as a Paramedic. Re-certification pay for Captains and Engineers shall be limited to thirty (30) positions.

The City will allow Fire Engineers and Fire Captains who are certified by the State of California as a paramedic to maintain local (Orange County) accreditation and to practice as a paramedic based upon established department standards.

3. Preceptors - Firefighter Paramedics who possess the qualifications necessary to be a preceptor and are assigned preceptor duties by the Fire Chief or his/her sworn designee shall be paid the equivalent of thirty dollars (\$30.00) per twenty-four (24) hour shift. ~~Effective pay period beginning March 24, 2007, the City shall convert the above payment to a special pay of 5.34% of the base hourly rate of Firefighter Step E for each hour worked. It is the intention to provide all eligible Firefighter Paramedics the same dollar value in this special pay.~~
4. Firefighter Tiller Certification - Firefighters that obtain and maintain the certifications and qualifications as outlined in (a) through (c) below shall receive ~~forty-six dollars and fifteen cents (\$46.15) bi-weekly Tiller pay. Effective pay period beginning March 24, 2007, the bi-weekly payment of \$46.15 shall be converted to a special pay of 1.78% of the bi-weekly base rate of Firefighter~~

FIRE MOU

September 25, 2004 ~~2007~~ – September ~~June~~ 24, 2007 ~~2011~~

Step E. It is the intention to provide all eligible Firefighters the same dollar value in this special pay.

- a. Tiller Certification – Obtain and maintain Huntington Beach Tiller Certification.
 - b. Class B Driver License – Obtain and maintain a minimum of a valid California Class B Firefighter Restrictive License.
 - c. Light Air Unit – Ability to drive and operate, the Light Air Unit as required, and identified in Exhibit D.
5. ~~Hazardous Materials Team Responder~~ – Those members who have been specially trained for the position of Hazardous Materials Team Responder, and are specifically assigned by the Fire Chief or his/her sworn designee to the Hazardous Material Unit or backup unit, shall receive additional compensation in the amount of one hundred thirty eight dollars and forty six cents (\$138.46) bi-weekly. Effective pay period beginning March 24, 2007, the bi-weekly payment of \$138.46 shall be converted to a special pay of 5.34% of the bi-weekly rate of Firefighter Step E. It is the intention to provide all eligible employees the same dollar value in this special pay regardless of rank.
65. Bilingual Skill Pay - Permanent ~~e~~Employees who are qualified ~~and may be called upon~~ to use Spanish, Vietnamese, or Sign Language skills shall be paid an additional five percent (5%) of their ~~basic hourly rate~~**base rate of pay** in addition to their regular bi-weekly salary. **Additional languages may be approved at the discretion of the Fire Chief.**

~~Permanent employees~~**Employees** may accept assignments utilizing bilingual skills in other languages on a short-term assignment with approval by the City Administrator. Such employees shall receive the additional five percent (5%) of **their base rate of pay** for the every bi-weekly pay period that the assignment is in effect.

In order to be qualified **and certified** for said compensation, employee's language proficiency will be tested and certified by the Human Resources Manager or designee. Basic conversational proficiency will be evaluated based on response to a scenario driven oral evaluation. Human Resources will notify candidates of the results of the oral evaluation. If the candidate's attempt is unsuccessful, he/she may repeat the process in six (6) months time from the date of the previous exam. Bilingual skill pay shall begin the first day of the pay period following certification.

Employees certified and receiving bilingual skill pay for American Sign Language shall be required to re-certify bilingual skills with the Human Resources Manager or designee every five (5) years.

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7.6. Fire Protection Specialist - Level I Investigator Certification-Must meet the requirements of NFPA 1033 Professional Qualifications for Fire Investigator I, or successful completion of the California State Board of Fire Services Fire Investigator I courses, including Investigation IA, IB, and PC 832. These requirements must be met within ~~six~~ **one year (16) months-year** of appointment as a Fire Protection Specialist.

87.. Level II Investigator - The Level II Investigator salary rate will be adjusted 11% resulting in the following assigned salary adjustment:

- a. Fire Protection Specialists assigned to a 56-hour suppression work schedule, regardless of the suppression rank, while on duty and temporarily reassigned to Level I responsibilities will be compensated at the Fire Protection Specialist 56-hour salary rate, for each hour temporarily assigned.
- b. Fire Personnel assigned to a 40-hour non-suppression work schedule, while on duty and temporarily reassigned as a Level II Investigator, will be compensated 22 ranges above a Fire Protection Specialist for each hour temporarily assigned.
- c. Fire Suppression personnel, off duty and temporarily assigned as Level II Investigator, will be compensated 22 ranges above Fire Protection Specialist rate at time and one-half.
- d. Fire Suppression personnel, while on duty and temporarily reassigned to Level II Investigator, will be compensated 22 ranges above the Fire Protection Specialist rate at a 56-hour salary rate for each hour temporarily assigned.

8. Urban Search and Rescue (USAR) Team Assignment Pay

- a. Employees certified and assigned to a Type 3 (Light Duty) USAR team shall receive a special assignment pay of one percent (1%) of their base rate of pay.
- b. Employees certified and assigned to a Type 2 (Medium Duty) USAR team shall receive a special assignment pay of three percent (3%) of their base rate of pay.

9. Hazardous Materials (Hazmat) Team Assignment Pay

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- a. Employees assigned to the Hazmat team as a Hazmat Technician shall receive ~~a~~ special assignment pay of five percent (5%) of their base rate of pay.
 - b. Employees assigned to the Hazmat team as a Hazmat Specialist shall receive ~~a~~ special assignment pay of seven and one-half percent (7.5%) of their base rate of pay.
10. Rank Paramedic Assignment Pay – Employees in the classification of Fire Engineer and Fire Captain who are assigned to perform paramedic duties shall receive special assignment pay of fourteen percent (14%) of their base rate of pay.
11. Special Certification Pay - Employees who have obtained the following special certifications shall receive special certification pay as follows:
- a. Advanced Paramedic Certification – Each employee who possesses a current certification of (1) Advanced Cardiac Life Support, (2) Pediatric Advanced Life Support or Pediatric Education for Prehospital Personnel and (3) Pre-Hospital Trauma Life Support or Basic Trauma Life Support, shall receive special certification pay of one percent (1%) of their base rate of pay.
 - b. Chief Officer Certification – Employees in the classifications of Fire Captain and Deputy Fire Marshall who are certified by the California State Fire Marshal's Office as Chief Officer shall receive ~~a~~ special certification pay of three percent (3%) of their base rate of pay.
 - c. Fire Officer Certification - Employees in the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, Fire Protection Specialist and Fire Development Specialist ~~Captain and Deputy Fire Marshall~~ who are certified by the California State Fire Marshal's Office as Fire Officer shall receive ~~a~~ special certification pay of three percent (3%) of their base rate of pay.

All special certification/special assignment/skill pay provided in Article V (E) shall be effective the beginning of the first full pay period following certification. The certification process shall be as follows:

- 1. Employees shall complete an Official Report including evidence that the employee has completed all required courses necessary to receive the certifications noted above.
- 2. Upon approval of the Fire Chief, the Official Report shall be submitted to the Education Committee for approval.
- 3. The effective date of the certification pay as defined above shall begin as defined in Article V.A.1.f.

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F. Holiday Pay-In-Lieu - ~~Permanent, full time~~ Employees shall be compensated by the City in-lieu of the ten (10) listed holidays at their appropriate assigned work schedule rate, either at a forty-hour (40) or fifty-six hour (56) workweek. Employees assigned to the 40-hour workweek shall be compensated eight (8) hours per holiday. Employees assigned to the 56-hour workweek shall be compensated eleven hours and twelve minutes (11.2) hours per holiday. Personnel who change from a fifty-six (56) hour schedule to a forty (40) hour schedule shall multiply the existing hours by .7143. Personnel who change from a forty (40) hour schedule to a fifty-six (56) hour schedule shall divide their existing hours by .7143. The following are the recognized legal holidays under this MOU:

1. New Year's Day (January 1)
2. Martin Luther King's Birthday
3. President's Day (third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veterans' Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. Friday after Thanksgiving
10. Christmas Day (December 25)

Any day declared by the President of the United States to be a national holiday, or by the Governor of the State of California to be a State holiday, and adopted as an employee holiday by the City Council of Huntington Beach.

Holidays which fall on Sunday shall be observed the following Monday, and those falling on Saturday shall be observed the preceding Friday.

Employees designated by the Fire Chief who are required to work regular shifts on the above holidays set forth in Section F.4. of this Article, shall not be entitled to time off or overtime.

G. Longevity Pay - ~~Effective September 23, 2006, all~~ All unit employees with the following full time, continuous service in the City of Huntington Beach shall receive the following longevity pay:

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1. Five (5) years or more, but less than ten (10) years, of service shall receive longevity pay equal to 2.5% of base salary
 2. Ten (10) years or more, but less than twenty (20) years, of service shall receive longevity pay equal to 5% of base salary
 3. Twenty (20) years or more of service shall receive longevity pay equal to 7.5% of base salary
- H. Reportable to PERS – Subject to **the Public Employees Retirement State Law** and Regulations, compensation paid as a result of this Article shall be reported to CalPERS as salary.

ARTICLE VI – UNIFORMS, CLOTHING, TOOLS AND EQUIPMENT

- A. Uniforms Provided by City – The City will provide all personnel represented by the ~~HBFA~~**employees** with uniforms as described in the most current Policy C-2, (Uniforms) executed by the parties **City and HBFA**.
- B. Uniform Allowance/Fitness – City shall provide each employee who participates in the Fire Department's current physical fitness program, Policy D-9, ~~Physical Fitness Program~~, one hundred fifty dollars (\$150) per fiscal year for the purchase of physical fitness uniforms and physical fitness shoes, payable in the first payroll period of December. New employees must actively participate a minimum of 90 days prior to December 1st to be eligible for the December uniform allowance.
- C. Uniform Care and Replacement:
1. The City at no cost to the employee, shall replace any uniforms with the exception of the physical fitness uniforms that are destroyed, become unacceptable, or were damaged by circumstances involving the Firefighter's regular work while on duty.
 2. The uniforms described in paragraph A of this Article and Policy C-2 (Uniforms)– shall be replaced by the City whenever the Fire Chief or his/her sworn designee ~~representative~~ determines that such replacement is necessary.
 3. The employee shall be responsible for the preservation and cleaning of all uniforms.
 4. All uniforms and equipment furnished by the City, with the exception of T-shirts, shall remain the property of the City and be returned or replaced if the employee terminates.

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D. Uniform Policies and Advisory Committee:

1. The present uniform and clothing policies, as delineated in this Article, shall remain in effect until the Fire Chief or his/her sworn designee and the Association mutually agrees on a new uniform system and on the date of implementation. On said implementation date, all safety clothing and uniforms required by the City to be worn by employees during working hours shall meet all applicable State and Federal regulations relating to said clothing and, with the exception of station uniforms, be of a high quality, fire resistant material.
2. A uniform advisory committee composed of two (2) members appointed by the Association and two (2) representatives appointed by the Fire Chief, shall make recommendations on the uniforms to be worn, the method of said uniforms will be provided and obtained and further recommendations on safety clothing and uniforms may be required during the term of this MOU.

- E. Reportable to PERS - The City will report as special compensation, in accordance with Title 2, California Code of Regulations, Section 571(1)(5) to the California Public Employees' Retirement System (CalPERS), for each classification the average annual cost of uniforms provided by the City as well as the physical fitness uniform described in Subsection (B). For employees who are not actively employed for an entire payroll calendar year, a prorated cost of uniforms shall apply. **Upon request, the City will inform HBFA of the amounts reported as special compensation , under this provision.**

ARTICLE VII – HOURS OF WORK/OVERTIME

A. Work Schedule:

1. All twenty-four (24) hour shift employees shall work an average of fifty-six (56) hours per week pursuant to the current schedule of five (5) twenty-four (24) hour shifts in a fifteen (15) day period with six (6) consecutive days off
2. All twenty-four (24) hour shift employees shall be on a fifteen (15) day work period consistent with the 7(K) exemption set forth in the Fair Labor Standards Act (FLSA).
3. Fire Prevention staff and administrative work schedules are to be forty (40) hours per week on a four (4) day workweek, ten (10) hours per day, twenty eight (28) day 7(K) FLSA work period.

B. Hours of Work - Defined:

1. Hours worked shall be defined as actual time worked, approved vacation, sick leave, compensatory time off, bereavement leave, and industrial injury or illness leave, with the exception of exchange of shift not being included.

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2. Exchange of shifts shall occur at 0800 hours each day. ~~However, employees shall actually arrive sufficiently in advance of 0800 hours so as to and comply with Fire Department Rules and Regulations, Policy B-2. Said advance time shall not constitute hours worked.~~
3. Meal periods are paid as hours worked for personnel who are subject to call for emergency duty.
4. The maximum time allowed within the forty (40) hour workweek schedule for ~~both lunch and physical fitness~~ shall not exceed four (4) hours within any given workweek. All physical fitness activities considered to be work activities shall be conducted on duty ~~within at the fire stations and under supervision~~ **or as provided in the current fitness policy D-9. Fitness activities shall be conducted under supervision as appropriate.**
5. An employee who is held over beyond the end of his/her regular shift shall be compensated for the actual time he/she is required to remain on duty, computed to nearest quarter (1/4) hour.
6. Exchanges of time shall not be considered when computing hours worked as defined in this Article.
7. An employee shall be considered to be working if he/she is ordered to duty by the Fire Chief or his/her sworn designee.

C. Level Pay Plan:

1. Twenty-four (24) Hour Shift Personnel –The 15 day FLSA work period shall begin at 8 a.m. on the first shift worked by the A shift following six days off. There shall be 14 FLSA work periods for every fifteen 14 day pay periods. Each employee shall be regularly scheduled to work 1680 hours during each cycle of 14 FLSA work periods (or fifteen pay periods). All hours worked in excess of 110 hours in an FLSA work period shall be compensated at the premium rate (one and one half times the regular rate of pay), so that for every cycle of 14 FLSA work periods, an employee shall receive 140 hours of premium pay for working regularly scheduled hours. All regularly scheduled non "lost time" hours shall be counted as hours worked. Each employee assigned to twenty-four shifts for a full FLSA work period shall receive 102.67 hours of regular pay and 9.33 hours of ~~premium~~ **at the overtime rate of pay, as defined in subsection D.1.a. of this Article**, in each bi-weekly pay period, which shall compensate the employee for FLSA overtime for regularly scheduled shift work. The intent of this system is that all FLSA overtime hours worked shall be compensated by the first payday following the end of the 15 day FLSA work period. In the event that an employee receives FLSA overtime on a payday before that employee has actually worked FLSA overtime hours, the amount received shall be credited for FLSA purposes

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- toward the next occasion on which the employee works FLSA overtime. If an employee who is paid FLSA overtime in advance of working FLSA hours leaves City employment, there shall be an adjustment in his/her final paycheck to reflect such advance payment.
2. In addition to the ~~premium-overtime~~ pay as provided in subsection 1 above, twenty-four (24) hour shift employees shall receive ~~premium-pay~~ **at the overtime rate** for hours worked in excess of regularly scheduled hours unless the employee has "lost time" in a regularly scheduled shift. If there is "lost time" in any regularly scheduled shift, the employee shall receive ~~premium-pay~~**overtime pay** for only those overtime hours worked in excess of the number of lost time hours in the bi-weekly pay period.
 3. Lost Time Defined – "Lost time" is defined as time when the employee does not work when regularly scheduled to do so and does not receive a leave of absence with pay.
 4. Forty (40) Hour Work Week – Personnel who are not assigned to twenty-four hour shifts but are assigned to work forty (40) hours per week shall have a twenty-eight (28) day FLSA work period, which shall correspond to exactly two City pay periods and shall begin at the same time as a City pay period. Forty (40) hour personnel shall continue to receive ~~premium-pay~~**overtime pay** for working hours in excess of their regularly scheduled hours.
 5. 4/10 Work Schedule Defined – The 4/10 work schedule shall be defined as working four (4) days at ten (10) hours per day in an FLSA designated work week. The FLSA designated work week shall be defined as Saturday 8:00:00 a.m. to Saturday 7:59:59 a.m. Meal periods are regarded as hours worked for personnel who are subject to call for emergency duty. All employees on the 4/10 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Administrator, Department Head or designee may require such service from said employees.

D. Overtime/Compensatory Time:

1. Paid Overtime:

- a. All employees covered by this MOU shall be eligible for overtime pay at **one and one-half (1 ½) times** their ~~premium-hourly~~ **regular rate of pay, as defined by the Fair Labor Standards Act (FLSA)**, for all actual work performed in excess of the employees' scheduled hours in their declared work period.
- b. Any employee who voluntarily ~~works overtime in a higher classification~~ **shall be compensated at the rate of pay consistent with the**

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classification worked. An employee who works overtime in a different lower classification shall be compensated at ~~the a rate of pay consistent with the classification worked.~~ Any employee who is ordered in to work in a lower classification shall be compensated at the rate attendant to his/her regular classification.

- c. The City will maintain and adhere to the overtime system as set out in the most current Policy D-3 executed by the parties. The overtime system and/or Policy D-3 may be modified by mutual agreement of the parties at any time during the term of the MOU.

2. Compensatory Time:

- a. Non-Exempt – All overtime worked by non-exempt employees shall be compensated at the employee's **overtime** ~~premium hourly~~ rate of pay and shall not be compensated by compensatory time off.
- b. Staff Personnel – For all **employees in the classifications of Fire Protection Specialist, Fire Development Specialist and Deputy Fire Marshall** ~~staff personnel positions~~, in lieu of compensation by cash payment for overtime as provided in this Article, such employees may, at their option and with the approval of the Fire Chief **or designee**, be compensated by compensatory time off at time and one half for each overtime hour worked.
 - 1) Compensatory time may be accumulated to a maximum of one hundred-twenty (120) hours. Compensatory time may be taken on an hour-for-hour basis ~~only~~ with the ~~approval~~ **permission** of the Fire Chief or his/her sworn designee, which permission shall be granted unless granting the request will unduly disrupt the Department, **or unless denying the request will violate the FLSA.** Upon his/her request, any employee may elect to convert all or a portion of compensatory time to a cash payment at the employee's ~~premium~~ **regular hourly rate of pay.** Any such payment shall be made on the next regular payday, following the request, provided the request is made by the end of the previous payroll period.
 - 2) Compensatory time may not be received in lieu of a cash payment for time worked during major emergencies when, in the opinion of the Fire Chief or his/her sworn designee, the City may be eligible for reimbursement from another agency for said cash payment.
- c. Compensatory Time Paid Off – Immediately prior to the time of any change in the salary schedule, any accumulated time, which has not been used or paid off, shall be eligible to be paid in cash at ~~the the premium~~

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hourly~~regular~~ rate of pay based upon the salary schedule for forty (40) hour per week personnel in effect prior to the change.

3. Callback – Employees who are ordered to return to duty on other than their regularly scheduled shift shall receive a minimum of two (2) hours compensation ~~on an hourly basis~~ **at the employee's overtime rate of pay.**
4. Mandatory Standby – Any employee may be placed on "mandatory standby" by the Fire Chief or his/her sworn designee. Employees on mandatory standby must remain available for immediate response during the designated standby period. All personnel placed on mandatory standby shall receive a minimum of two (2) hours compensation for each twelve (12) hours of off duty standby time or fraction thereof.
5. Pagers~~Electronic Communication Devices~~ – Recognizing that ~~personal pagers~~**electronic communication devices** are part of the Fire Department's business and emergency alerting system, ~~pag~~~~ers~~**electronic communication devices** shall be issued and worn only on a voluntary basis with the exception of members who are placed on mandatory standby who may be required to wear **an electronic communication device** ~~personal pager~~ while on such standby. An employee placed on mandatory standby may voluntarily wear **an electronic communication device** pager, and if so, shall receive a minimum of two (2) hours compensation for each twenty-four (24) hours of off duty standby time or fraction thereof. **Electronic communications devices, as described above, shall not include cell phones.**

Members assigned to special staff or prevention duties and voluntarily receiving other types of consideration (i.e., twenty-four (24) hour assigned vehicle) may be required to wear pagers and respond while off duty when within pager call range.

6. Required Training Attendance – An employee who is required to attend a class or seminar to maintain his/her current position shall have his/her related expenses paid by the City. When attendance occurs at a time when the employee is not scheduled to work, he/she shall be compensated on an hourly basis.
7. Cancellation of Overtime – Any employee who is scheduled to work overtime in advance of the time set forth for such scheduling in Huntington Beach Fire Department Organization Manual, Policy D-3 which scheduling is subsequently cancelled less than seventy-two (72) hours in advance of the commencement of the scheduled overtime shift, shall receive a minimum of two (2) hours pay **at the employee's regular overtime rate.** ~~of pay on an hourly basis.~~

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8. Court Time:

- a. Employees placed on standby for a court appearance involving City business during other than their scheduled working hours shall receive a minimum of two (2) hours ~~straight time~~ **base rate of pay** for each morning and/or afternoon session.
- b. Employees appearing in court on City business during other than their scheduled working hours shall receive a minimum of three (3) hours pay at ~~time and one-half~~ **the overtime rate**; provided, however, that if such time overlaps with the employee's scheduled working hours, said ~~premium rate~~ **pay** shall be limited to those hours occurring prior to or after the employee's scheduled work time.
- c. Employees shall not receive both standby pay and ~~time and one-half~~ **overtime** pay for the same court session. An employee who is on standby and reports to court will be paid in accordance with (b) above.

9. ~~9. —~~ **Pay out of Rank- Subject to the approval of the Fire Chief or his/her sworn designee, an employee may voluntarily work in a classification below his/her rank.**

~~Pay Out of Rank — Subject to the approval of the Fire Chief or his/her sworn designee, an employee may voluntarily work in a classification below their rank. Compensation for hours worked in the lower capacity (voluntarily or ordered) shall be paid at the employee's regular rate of pay.~~

E. Jury Duty – Employees who are summoned to perform jury service shall be entitled to their regular compensation while serving; provided the fees, except mileage and subsistence allowance, if any, which they receive as jurors, are remitted to the City.

F. Shift Exchange/Relief:

1. The Fire Department shall allow Association members' exchanges of schedule pursuant to the most current Policy D-7 of the Huntington Beach Fire Department Organization Manual that has been executed by the parties. Policy D-7 (Exchange of Work Schedule) may be modified by mutual agreement of the parties at any time during the term of this MOU.
2. An employee may be relieved by any other employee who is qualified to relieve him/her at any time between the hours of 0600 to 0800. It shall be the responsibility of the employee's supervisor to insure that the relief of all employees is accomplished in a fair and equitable manner. The employee's supervisor may revoke this early relief privilege if abuses occur. It is understood and agreed that such early relief provisions shall not result in any additional cost to the City.

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G. Assigned Shift Policy – Employees of equal rank shall have the option to change assigned shifts on an employee for employee basis upon written request to and approved by the Fire Chief.

H. Minimum Staffing and Filling Vacancies:

1. Minimum Staffing Levels – The City shall cause apparatus to be staffed with sufficient employees to assure the safety of employees and the control of risk. For these purposes, the minimum staffing of apparatus shall be as defined by Policy D-14, Minimum Staffing and Filling of Vacancies, a copy of which is attached as Exhibit H and incorporated by reference herein:

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ARTICLE VIII – HEALTH AND OTHER INSURANCE BENEFITS

A. Health Insurance:

1. The City shall continue to make available group health, dental and vision benefits to all HBFA employees.
2. ~~Effective January 1, 2005, the City will increase the dental (DPO Plan) annual maximum benefit to \$2000.~~

B. Eligibility Criteria and Cost:

1. City Paid Health Insurance – Employees and Dependents - An employee, eligible dependents, and qualifying domestic partners per state law, shall become eligible to participate in the City's insurance plan described below effective the first of the month following the employee's date of hire. Any required employee payroll deduction shall begin with the first full pay period following the effective date of coverage and shall continue through the end of the month in which the employee separates.
2. Employer Contributions to Health and Other Insurance Benefits - The City's maximum monthly employer contributions for health and other insurance premiums is set forth in the charts below.

Monthly Employer Contribution	Blue Shield Safety Only PPO	Blue Shield High Option 90/10 PPO	Blue Shield Low Option 80/20 PPO	Blue Shield HMO	Kaiser Permanente HMO
EE	\$373.77	\$373.77	\$373.77	\$274.03	\$274.03
EE + 1	702.25	702.25	702.25	555.51	555.51
EE + 2 or more	851.34	851.34	851.34	720.18	720.18

Monthly Employer Contribution	Delta Dental (PPO)	Delta Dental (HMO)	VSP Vision
EE	\$42.88	\$23.00	\$17.58
EE + 1	81.82	39.11	17.58
EE + 2 or more	116.36	59.81	17.58

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2008 Health Premiums and Contributions – HBFA Effective 01/01/08

Plan	Tier	Monthly Premium	ER Monthly Contrib	EE Monthly Contrib	EE Bi-Weekly Contrib
Kaiser	Single	316.16	274.03	42.13	19.44
	Two-Party	692.38	555.51	136.87	63.17
	Family	910.54	720.18	190.36	87.86
Blue Shield HMO	Single	388.83	274.03	114.80	52.98
	Two-Party	847.37	555.51	291.86	134.70
	Family	1,096.88	720.18	376.70	173.86
Blue Shield PPO Consolidated	Single	507.93	373.77	134.16	61.92
	Two-Party	1,073.84	702.25	371.59	171.50
	Family	1,330.81	851.34	479.47	221.29
Blue Shield Spectrum PPO	Single	404.88	373.77	31.11	14.36
	Two-Party	827.69	702.25	125.44	57.90
	Family	1,082.10	851.34	230.76	106.50
Delta Dental PPO	Single	57.86	42.88	14.98	6.91
	Two-Party	108.02	81.82	26.20	12.09
	Family	142.36	116.36	26.00	12.00
Delta Care HMO	Single	24.87	23.00	1.87	0.86
	Two-Party	42.29	39.11	3.18	1.47
	Family	64.67	59.81	4.86	2.24
VSP	Single	22.93	17.58	5.35	2.47
	Two-Party	22.93	17.58	5.35	2.47
	Family	22.93	17.58	5.35	2.47

In no event shall the employee be entitled to the difference between the employer contribution and the premiums for insurance plan(s) selected by the employee.

- C. Future Premiums - The City "caps" its contributions toward monthly group health, dental and vision plan premiums, by category (EE, EE + 1, and EE + 2 or more) and plan, at the year -2005 **2008** level.

Until the City Council approves a successor to this Memorandum of Understanding, the City's 2005-**2008** contribution caps will remain in place in 2005-**2008** and beyond, even if premium increases result in these additional costs being borne by the employee.

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- D. Public Employees' Medical and Hospital Care Act (PEMHCA) OPTION - Notwithstanding the above, the Association has the right to select Public Employees' Medical and Hospital Care Act (PEMHCA) medical insurance coverage under the same terms and conditions as other participating employee associations representing safety employees of the City, provided the City continues to offer PEMHCA insurance to any of its safety employees. **The option must be exercised within thirty (30) days after receipt by HBFA, of the initial premium rates for the following year, as provided by the City.**
- E. Medical Cash-Out - If an employee is covered by a health program outside of a City-provided program (evidence of which must be supplied to the Employee Benefits Division the employee may elect to discontinue City health insurance coverage and receive ninety-two dollars and thirty-one cents (\$92.31) bi-weekly to deposit into the employee's deferred compensation account or any other pre-tax program offered by the City.
- F. Section 125 Plan — **Employees shall be eligible to participate in a City approved Internal Revenue Code Section 125 Flexible Spending Plan, under the same terms and conditions as all other eligible City employees.** This plan allows employees to use pre-tax salary to pay for regular childcare, adult dependent care and/or non-reimbursable medical expenses.
- G. Life and Accidental Death and Dismemberment:
1. Life – The City shall provide a **\$50,000 (fifty thousand dollars)** Life Insurance plan for the ~~each employee.s covered by this MOU.~~ The coverage amounts had been based on the age/wage schedule list in the certificate of coverage. Copies of the certificate of coverage are available in the Employee Benefits Division. Effective January 1, 2005, the City shall increase the benefit to fifty thousand dollars (\$50,000) in lieu of the age/wage schedule of benefits.
 2. Accidental Death and Dismemberment – The City shall provide a **fifty thousand dollars (\$50,000)** Accidental Death and Dismemberment Insurance plan for **each** ~~employee.s covered by this MOU.~~ Said plan shall have a benefit amount of fifty thousand dollars (\$50,000).
- H. Long Term Disability – The City shall pay to the Association on behalf of each employee covered by this MOU, on a monthly basis, an amount not to exceed thirty-eight dollars (\$38.00) per member for a Long Term Disability policy. The program shall be subject to the terms and conditions contained in Exhibit E.
- I. Retiree Medical Coverage for Retirees Not Eligible for the City Medical Retiree Subsidy Plan - Employees who retire from the City after January 1, 2004, are granted a retirement allowance by the California Public Employees' Retirement System and are not eligible for the City's Retiree Subsidy Medical Plan, may choose to participate

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in ~~any City-sponsored health insurance plans~~ **available to all active employees in this bargaining unit**, until the first of the month in which they turn age sixty-five (65).

The retirees shall pay the full premium for ~~any City-sponsored~~ health insurance for themselves and/or qualified dependents without any City subsidy.

Employees who retire from the City, receive a retirement allowance from the California Public Employees' Retirement System, are not eligible for the City's Retiree Subsidy Medical Plan and choose not to participate in City sponsored-medical insurance **plans available to eligible retirees in this bargaining unit** —upon retirement, **will** permanently lose eligibility for this insurance.

However, if a retiree who is not eligible for the City's Retiree Subsidy Medical Plan chooses not to participate in ~~City-sponsored~~ **available** medical insurance plans because the retiree has access to other group medical insurance, and subsequently loses eligibility for that group medical insurance, the retiree and their qualified dependents will have access to ~~City-sponsored-medical insurance plans~~ **available to retirees eligible for reinstatement**.

Eligibility for Retiree Medical Coverage terminates the first of the month in which the retiree or qualified dependent turns age sixty-five (65).

- J. Post-65 Supplemental Medicare Coverage - Retirees who are participating in the Retiree Subsidy Medical Plan as of January 1, 2004 and all future retirees who meet the criteria to participate in ~~City-sponsored~~ **available** medical insurance, with or without the Retiree Medical Subsidy Plan, may participate in ~~City-sponsored~~ **available** medical insurance plans that are supplemental to Medicare, ~~after a contract is in place between the City and a health insurance provider.~~

A retiree or qualified dependent must choose to participate in **available** City sponsored-medical insurance plans that are supplemental to Medicare beginning the first of the month in which the retiree or qualified dependent turns age sixty-five (65).

The retiree shall pay the full premium to participate in ~~City-sponsored~~ **available** medical insurance plans that are supplemental to Medicare for themselves or qualified dependents without any City subsidy.

Retirees or qualified dependents, upon turning age 65, who choose not to participate in ~~City-sponsored~~ **available** medical insurance plans that are supplemental to Medicare permanently lose eligibility for this insurance.

K. Miscellaneous:

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1. Nothing in this Article shall be deemed to restrict the City's right to change insurance carriers should circumstances warrant.
 2. Nothing in this Article shall be deemed to obligate the City to improve the benefits outlined in this Article.
 3. Whenever an eligible employee is absent because of illness or injury, the City shall continue to provide to the employee and his/her dependents, all of the insurance benefits set forth in this Article for the duration of any such approved absence not to exceed twenty-four (24) months.
- L. ~~Voluntary Health Savings Account – The City shall implement a voluntary health savings account plan during the term of the agreement for the purpose of allowing employees the opportunity to fund post medical retirement health premiums.~~

ARTICLE IX – RETIREMENT

A. Benefits:

1. Public Employees' Retirement System:

- a. The City shall provide all safety employees with that certain retirement program commonly known and described as the "3%" at age 50 plan" which is based on the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Sections 21362.2 of the California Government Code, including the one-half continuance option (Government Code Sections 21263**21624** and 21263.**121626**) for safety employees and the Fourth Level of the 1959 survivor option for all employees as established by the California Public Employees' Retirement System, Section 21382 **21571** of the California Government Code.
- b. If, at any time after the implementation of the 3% at age 50 formula the City is required to make retirement contributions with respect to employees represented by the Association, the amount with respect to which each employee is reimbursed pursuant to Article IX.B.1 shall be reduced by a percentage equal to one-half of the percentage of compensation earnable the City is required to pay in retirement contributions to PERS, not to exceed 2.25%. For example, if the City is required to contribute an amount equal to 2% of each employee's "compensation earnable," the amount of the reimbursement set forth in Article IX.B.1 shall be reduced from 9% of the employee's compensation earnable to 8% of the employee's compensation earnable. If, on the other hand, the City is required to contribute an amount equal to 8% of each employee's "compensation earnable," the amount of the reimbursement set forth in Article IX.B.1 shall be reduced to 6.75% of the employee's compensation earnable.

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- c. The City shall contract with PERS to have retirement benefits calculated based upon the employee's highest one year's compensation, pursuant to the provisions of Section ~~20024.220042~~ (highest single year).
- d. The obligations of the City and the retirement rights of employees as provided in this Article shall survive the term of this MOU
- e. The City shall amend its contract with PERS to include the Pre-Retirement Optional Settlement 2 Death Benefit as set forth in California Government Code Section 21548 for all safety employees represented by the Association within the term of this agreement.

2. Self-Funded Supplemental Retirement Benefit:

- a. In the event a member elects Option #2 (Government Code Section 21333~~21456~~) or Option #3 (Government Code Section 21334~~21457~~) of the Public Employees' Retirement Law, the City shall pay the difference between such elected option and the unmodified allowance which the member would have received for his/her life alone. This payment shall be made only to the member, shall be payable by the City during the life of the member, and upon that member's death, the City's obligation shall cease. The method of funding this benefit shall be the sole discretion of the City. This benefit is vested for employees covered by this MOU. (Note: The options provide that the allowance is payable to the member until his/her death, and then either the entire allowance (Option #2) or one-half (1/2) of the allowance (Option #3) is paid to the beneficiary for life.) Nothing in this Article shall be deemed to restrict the City's right to contract with PERS for the benefits provided under this Article.
- b. Employees hired on or after October 4, 1999, shall not be eligible for the "Supplemental Retirement Benefit" referenced in Article IX.A.2 above.

3. Medical Insurance for Retirees:

- a. Upon retirement, whether service or disability, each employee shall have the following options in regards to medical insurance under City sponsored ~~available~~ plans:
 - 1) With no change in benefits, retirees can stay in any of the plans offered by the City, **to active members in this bargaining unit**, at the retiree's own expense, for the maximum time period required by Federal Law (COBRA), or
 - 2) Early retirees (under age 65) may participate in the City-sponsored **available** health plans currently being offered to active employees.

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- 3) Retirees over age 65 may participate in the Post-65 Supplemental Medicare Coverage described in Article VIII.I.
- b. Retired employees exercising either of the options in Article IX.A.3.a may cause any premiums not paid by the City to be paid out of funds due and owed to them for unused sick leave benefits upon retirement, as provided in Article IX.A.3.a. However, whenever a retired employee does not have any such available funds, he/she shall have the opportunity to provide the City with sufficient funds to pay the premiums. At retirement, the sick leave hours remaining may, at the employee's option, be converted to a dollar figure, as provided in Article IX.A.3.a, and an estimate shall be provided by the City to the retired employee as to the approximate number of months the group insurance can be paid by such sick leave dollars. The City shall notify any retired employee whose funds available for unused sick leave benefits are about to be exhausted of such fact, in writing by certified mail, return receipt requested, at the retired employee's most recent address of record with the City no later than three (3) months prior to the date upon which there will not be sufficient funds to pay premiums. It shall be the individual retiree's responsibility either to insure that there are sufficient sick leave dollars available to pay premiums or to make premium payments at least one (1) month in advance, to continue the group insurance in effect. If following exhaustion of sick leave funds a retired employee fails to provide the City with sufficient additional funds to pay premiums, the City shall have the right to notify said retired employee in the manner prescribed above that it intends to cause his/her coverage to be terminated for non-payment of premiums, and the further right to terminate such coverage, if such default has not been cured within thirty (30) days following receipt of such notice. Any retired employee electing to obtain such medical coverage after retirement shall have no further option to terminate such coverage following the provision of thirty (30) days written notice to the City, whereupon any funds due and owed to him/her for unused sick leave benefits that have not been exhausted to pay these health insurance premiums shall be paid in a lump sum to the retired employee within thirty (30) days following receipt by the City of such notice. Once a retired employee elects to terminate such coverage, he/she shall be precluded from securing it at a later date at the group rate.

B. Public Employees' Retirement System Reimbursement and Reporting:

1. Employee's Contribution – Subject to the limitations contained in Article IX A 1.b each safety employee covered by this MOU shall continue to be reimbursed nine percent (9%) of the employee's reportable compensation as the City's payment toward the employee's contribution to the Public Employees' Retirement System (PERS).

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The above PERS pickup is not base salary but is done pursuant to Section 414(h)(2) of the Internal Revenue Code. The above pickup shall be credited to the employee's account with PERS.

Should any ruling by either PERS or other State or Federal agency nullify the benefit authorized above, the City and the Association agree to reopen negotiations regarding wages and salaries.

2. Reporting of Base Salary – Provisions of the Level Pay plan, Article VII.C, shall be used for purposes of reporting the bi-weekly pay of twenty-four (24) hour shift employees to the Public Employees' Retirement System (PERS).
- C. Reinstatement Privileges for Disability Retirees – If a retiree seeks to cause PERS to revoke his/her disability retirement on the grounds that he/she is no longer incapacitated from performing the duties of the position held at the time of retirement, the City will not certify that he/she is no longer incapacitated from performing those duties until the employee passes the Departmental physical agility test. If PERS revokes his/her disability retirement, the City shall immediately reinstate the employee at his/her former position and pay step.

ARTICLE X – LEAVE BENEFITS

A. Leave with Pay:

1. Vacation – The purpose of annual vacation is to provide a rest period, which will enable each employee to return to work physically and mentally refreshed. All employees shall be entitled to annual vacation, with pay, in accordance with this Article.
 - a. Accrual – Permanent, full time employees shall accrue annual vacations at their appropriate assigned work schedule rate, either forty hour (40) or fifty-six hour (56) workweek. Paychecks will identify the accrued vacation (Accrued) and accrual rate (Constant) based on their actual work schedule, either a forty (40) hour or fifty-six (56) hour schedule. In the event of a change in work schedules, personnel will have their accrued vacation (Accrued) and accrual rate (Constant) changed to the new schedule using the conversion factor .7143 ($40 \div 56$). Personnel who change from a fifty-six (56) hour schedule to a forty (40) hour schedule shall multiply the existing hours by .7143, (see Exhibit G). Personnel who change from a forty (40) hour schedule to a fifty-six (56) hour schedule shall divide their existing hours by .7143. Personnel shall accrue annual vacations at the following rates¹:

¹ For a detailed explanation regarding conversion refer to Exhibit F

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For the first four (4) years of continuous service vacation time shall be accrued at the rate of one hundred and twelve (112) hours per year for forty (40) hour per week employees, and one hundred and fifty-seven (157) hours per year for fifty-six (56) hour per week employees.

After four (4) years of continuous service to the completion of nine (9) years of continuous service, vacation time shall be accrued at the rate of one hundred thirty-six (136) hours per year for forty (40) hour per week employees, and one hundred and ninety (190) hours per year for fifty-six (56) hour per week employees.

After nine (9) years of continuous service to the completion of fourteen (14) years of continuous service, vacation time shall be accrued at the rate of one hundred sixty (160) hours per year for forty (40) hour per week employees, and two hundred and twenty-four (224) hours per year for fifty-six (56) hour per week employees.

After fourteen (14) years of continuous service vacation, time shall be accrued at the rate of one hundred ninety-two (192) hours per year for forty hour (40) per week employees, and two hundred sixty-nine (269) hours per year for fifty-six hour (56) per week employees.

Vacation allowance shall not be accumulated in excess of three hundred forty-two (342) hours for forty (40) hour per week employees, and four hundred and eighty (480) hours per year for fifty-six (56) hour per week employees.

- b. Eligibility and Permission – No vacation may be taken until the completion of six (6) months of employment. No employee shall be permitted to take vacation in excess of actual time earned and no employee shall take vacation that is being accrued while the employee is on vacation. Vacations shall be taken only with permission of the Fire Chief or his/her sworn designee, who shall schedule all vacations with due consideration for the request of the employee and particular regard for the need of the Department.

The Fire Department operates on a three-shift basis, with personnel being assigned to the "A, B or C" Shift for work scheduling purposes. On each such shift, there shall be four (4) available vacation absences (referred to as "vacation slots"). That is, at any one time, there may be four (4) persons absent from duty on each such shift due to vacation. These slots shall be made available by rank, one (1) to Firefighters, one (1) to Fire Engineers, one (1) to Firefighter Paramedics; and one (1) to Captains. Thereafter, each additional employee shall be entitled to receive time off for requested vacation leave, so long as a qualified replacement is available to serve in his/her absence.

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- c. Conversion to Cash – On two (2) occasions during each fiscal year each employee shall have the option to convert into a cash payment up to a total of eighty (80) hours, at the forty (40) hour rate, or one hundred twelve (112) at the fifty-six (56) hour rate, of earned vacation benefits during any one (1) fiscal year. The employee shall give two (2) weeks advanced notice of his/her desire to exercise such option. Vacation accumulated in excess of three hundred-forty-two (342) hours at the forty (40) hour rate shall be paid in cash at the straight time forty (40) hour rate, or four hundred and eighty (480) hours at the fifty-six (56) hour rate shall be paid in cash at the straight time fifty-six (56) hour rate on the first payday following such accumulation.
- d. Pay-Off at Termination – Except as provided in Section A.1.c. of this Article, no employee shall be paid for unused vacation other than upon termination of employment. **Any vacation pay off at termination shall be at the regular rate of pay and the accrual rate the employee is earning at the time of separation.**

2. Sick Leave:

- a. Accrual – The conversion factor for sick leave accrual shall be in accordance with Rule 18-9 of the City's Personnel Rules. Employees covered by this MOU shall accrue sick leave at the rate of 3.6923 hours per pay period for 40-hour week employees, and 5.1691 for fifty-six hour (56) week employees. Paychecks will identify the accrued sick leave (Accrued) and accrual rate (Constant) based on their actual work schedule, either a forty (40) hour or fifty-six (56) hour schedule. In the event of a change in work schedules, personnel will have their accrued sick leave (Accrued) and accrual rate (Constant) changed to the new schedule using the conversion factor .7143. Personnel who change from a fifty-six hour (56) schedule to a forty (40) hour schedule shall multiply their accrual rate by .7143, (see Exhibit G). Personnel who change from a forty (40) hour schedule to a fifty-six (56) hour schedule shall divide their accrual rate by .7143.
- b. Pay-Off at Termination – Upon termination for reasons other than for industrial disability retirement, employees shall have their accrued vacation and sick leave converted to the forty (40) hour rate. ~~All accrued vacation hours shall be paid at the converted regular rate. Sick leave shall be paid~~ **of pay and the accrual rate the employee is earning and the accrual rate at the time of separation. Sick Leave shall be paid** (or have paid on their behalf as provided in Article IX.A.3.b) ~~for at their current forty (40) hour salary rate for twenty-five percent (25%) of unused, earned sick leave from four hundred-eighty (480) through seven hundred-twenty (720) hours, and for fifty percent (50%) of all unused, earned sick leave for hours in excess of seven hundred-twenty (720) hours.~~

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Upon termination for industrial disability retirement, all employees shall have their accrued vacation and sick leave converted to the forty (40) hour rate, and then shall be paid (or have paid on their behalf as provided in Article IX.A.3.b) **at the regular rate of pay and the accrual rate at the time of separation** for at their current forty (40) hour salary rate for twenty-five percent (25%) of unused, earned sick leave from zero (0) through four hundred-eighty (480) hours, and for fifty percent (50%) of all unused, earned sick leave in excess of four hundred-eighty (480) hours.

- c. Utilization in Conjunction with Industrial Disability Leave – Sick leave cannot be used to extend absences due to work related (industrial) injuries or illnesses.

3. Leave Benefit Entitlements - As required by law, employees will be allowed to use up to one-half of their annual Sick Leave accrual for family sick leave, pursuant to the provisions of California Labor Code Section 233.

The City shall comply with all state and federal leave benefit entitlement laws and regulations. ~~will provide family and medical care leave for eligible employees that meet all requirements of State and Federal law. Rights and obligations are set forth in the Department of Labor Regulations implementing the Family Medical Leave Act (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA).~~

~~The City shall comply with all state and federal leave benefit entitlement laws. An eligible employee on an approved leave shall **may** be allowed to use earned Sick Leave, Vacation and/or Compensatory Time Off for serious and non-serious family or personal health issues.~~

4. Bereavement - Employees shall be entitled to bereavement leave not to exceed two (2) work shifts for those employees on the twenty-four (24) hour work schedule, or three (3) work shifts for all other employees in each instance of death in the immediate family. Immediate family is defined as father, mother, sister, brother, spouse, children, grandfather, grandmother, step-father, step-mother, step-grandfather, step-grandmother, grandchildren, stepsisters, step-brothers, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-children, or wards of which the employee is the legal guardian.
5. Association Business – During the term of this MOU, authorized representatives of the Association shall be entitled to receive up to a total of four hundred (400) collective hours without any loss of compensation per contract year to be utilized for lawful Association activities. In addition, up to one hundred-fifty (150) unused hours may be carried forward to the next contract year.

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ARTICLE XI – CITY RULES

- A. Personnel Rules - All MOU provisions that supersede the City's Personnel Rules shall automatically be incorporated in the City's Personnel Rules.
- B. Precedence of Agreement - In any case in which any provision of this Memorandum of Understanding is inconsistent with any City ordinance, rule, regulation, resolution, including provisions of any Fire Department Manual, the provisions of this MOU shall supersede and take precedence.
- C. Layoff Rules - The procedure and practice regarding layoffs **as contained in the City's Personnel Rules**, in effect on July 1, 1980 shall remain in full force and effect during the entire term of this MOU.

D. Employee Employer Relations Resolution (EERR) – During the term of the agreement, the City and Association shall meet and confer to update the EERR to reflect **current** state law.

ARTICLE XII - MISCELLANEOUS

- A. Fire Department Promotional Exams – Policy D-10 – Promotional **and open competitive** examinations shall be held in accordance with the most current Policy D-10 of the Huntington Beach Fire Department Organization Manual executed by the parties. Policy D-10 may be modified by mutual agreement of the parties at any time during the term of this MOU.
- B. Living Quarters – The City shall provide necessary kitchen, living and sleeping quarters in all fire stations and shall continue to provide facilities for Association meetings.
- C. Paychecks:
 - 1. Bi-Weekly Pay – Salary shall be paid on a bi-weekly basis. By mutual consent of the City and the Association, early payment and other modifications may be made.
 - 2. Paycheck Distribution – Paychecks shall be ready and available for distribution to each employee by 0700 hours on each payday at the Station 1 – Gothard Fire Station, except in the case of unforeseen circumstances beyond the control of the City. **Paycheck Stub** A monthly **bi-weekly** paycheck stub or memorandum accompanying the paycheck shall contain an itemization of amounts paid under various categories of pay, including educational incentive pay, holiday pay, and all overtime, and shall also include an itemization of the nature and the purpose of each deduction withheld from the employee's gross earnings.

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3. **Direct Deposit** – Employees hired on or after the date this MOU is approved by the City Council, ~~they~~ shall receive their bi-weekly compensation through the City's direct deposit system. Employees currently participating in the City's direct deposit program must remain in that program.

34.. **Vacation Paycheck-Payroll Advance** – Each employee shall, at his/her option, by written notice to the City's Human Resources Manager, be given at least two (2) weeks prior to the commencement of said employee's scheduled vacation, be entitled to receive his/her earned vacation pay, less deductions in advance of said vacation. Said right to receive advance payment of earned vacation pay shall be limited to one such advancement during each calendar year.

D. **Class "B" Driver License** – Employees required by the City to obtain a State of California Class "B" or Class "B" Firefighter Restrictive Driver License will be reimbursed for fees paid to the California Department of Motor Vehicles to obtain the Class "B" Firefighter Restrictive Driver License.

All employees in the classification of Fire Engineer shall be required to possess a current California Class B or California Class B Firefighter Restricted driver's license. All other bargaining unit employees shall be required to obtain the as followings:

All employees hired after the date this MOU is approved by the Ceity Council must acquire a California Class B or California Class B Firefighter Restricted driver's license prior to completing their probationary period.

All current employees assigned to the USAR team who possess a California Class B or California Class B Firefighter Restricted driver's license as of the program's implementation date, shall be required to maintain their license.

_____ All current employees assigned to the USAR team, prior to the program's implementation date, are not required to obtain a California Class B or California Class B Firefighter Restricted driver's license.

_____ All current employees assigned to the USAR team after the program's implementation, shall obtain and maintain a California Class B or California Class B Firefighter Restricted driver's license within one (1) year of their assignment.

All current employees assigned to the Hazardous Materials team, who possess a California Class B or California Class B Firefighter Restricted driver's license shall maintain their license.

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~~—All current employees assigned to the Hazardous Materials team, prior to the date this MOU is approved by the City Council, are not required to obtain a California Class B or California Class B Firefighter Restricted driver's license.~~

All current employees assigned to the Hazardous Materials team after the date this MOU is approved by the City Council, shall obtain and maintain a California Class B or California Class B Firefighter Restricted driver's license within one (1) year of their assignment.

~~E. Fleet Management Program — Association agrees to the policies and procedures contained in the 1999 City Fleet Management Program.~~

~~FE..~~ Deferred Compensation Loan Program – Employees may utilize the Deferred Compensation Loan Program, under which employees may borrow up to fifty percent (50%) of their deferred compensation funds for critical needs such as medical costs, college tuition, or purchase of a home. The value of any unused earned leave benefits may be transferred to deferred compensation in connection with separation but the employee must request the transfer no later than the pay period prior to the employee's last day of employment.

ARTICLE XIII – MANAGEMENT RIGHTS

Except as expressly abridged or modified herein, the City retains all rights, powers, and authority with respect to the management and direction of the performance of fire services and the work forces performing such services. Such rights include, but are not limited to, determination of the merits, necessity, level or organization of fire services, the necessity for overtime, number and location of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including work and safety rules and regulations, in order to maintain the efficiency and economy desirable for the performance of City services.

ARTICLE XIV – TERM OF MOU

This Memorandum of Understanding shall be in effect commencing on September 25, 2004 ~~2007~~ and ending at midnight on September ~~June 24, 2007~~ **2011**. This MOU constitutes the entire agreement of the parties as to the changes in wages, hours, and other terms and conditions of employment of employees covered hereunder for the term hereof.

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ARTICLE XV - CITY COUNCIL APPROVAL

It is the understanding of the City and the Association that this Memorandum of Understanding is of no force or effect whatsoever unless and until ratified by the membership of HBFA and adopted by Resolution of the City Council of the City of Huntington Beach.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2005

**CITY OF HUNTINGTON BEACH
A Municipal Corporation**

**HUNTINGTON BEACH
FIREFIGHTER'S ASSN.**

By: _____
~~Irma Youssefieh~~ **Michele Carr**
Director of Human Resources
~~Manager~~ **Director**

By: _____
~~Ronald Stocking~~ **Donald Boland**
HBFA President

By: _____
~~Jacques Pelletier~~ **Duane Olson**
~~Division Chief/Operations~~ **Fire Chief**

By: _____
~~Donald Boland~~ **Tom Faye**
HBFA Negotiation Team Leader
~~Vice-President~~

By: _____
~~Charles Thomas~~ **Bob Hall**
~~Director~~ of ~~Administrative~~
~~Services~~ **Deputy City Administrator**

By: _____
Renée Mayne
Chief Negotiator

By: _____
Stephen H. Silver
Chief Negotiator

APPROVED AS TO FORM

By: _____
Jennifer McGrath
City Attorney

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EXHIBIT A

CITY OF HUNTINGTON BEACH EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

7.3 Human Resources Officer Motion of Unit Modification – The Human Resources Officer may propose, during the same period for filing a Petition for Decertification, that an established unit be modified in accordance with the following procedure:

a. The Human Resources Officer shall give written notice of the proposed unit modification to all employee organizations that may be affected by the proposed change. Said written notification shall contain the Human Resources Officer's rationale for the proposed change including all information which justifies the change pursuant to the criteria established in Section 6-5 for Appropriateness of Units. Additionally, the Human Resources Officer shall provide all affected employee organizations with all correspondence, memoranda, and other documents, which relate to any input regarding the unit modification which may have been received by the City or from affected employees and/or sent by the City to affected employees;

b. Following receipt of the Human Resources Officer's proposal for unit modification, any affected employee organization shall be afforded not less than thirty (30) days to receive input from its members regarding the proposed change and to formulate a written and/or oral response to the motion for unit modification to the Personnel Commission;

c. The Personnel Commission shall conduct a noticed Public Hearing regarding the motion for unit modification at which time all affected employee organizations and other interested parties shall be heard. The Personnel Commission shall make a determination regarding the proposed unit modification which determination may include a granting of the motion, a denying of the motion, or other appropriate orders relating to the appropriate creation of bargaining units. Following the Personnel Commission's determination of the composition of the appropriate unit or units, it shall give written notice of such determination to all affected employee organizations;

d. Any party who chooses to appeal from the decision of the Personnel Commission is entitled to appeal in accordance with the provision of Section 14-4 of Resolution Number 3335.

EXHIBIT B – SALARY SCHEDULE
MV & EE (Note: Entire salary table to be updated)
CITY OF HUNTINGTON BEACH
FIRE ASSOCIATION SALARY SCHEDULE

4% EFFECTIVE SEPTEMBER 25, 2004

2.5% EFFECTIVE SEPTEMBER 22, 2007

FIRE CAPTAIN AND DEPUTY FIRE MARSHAL 4.5% EFFECTIVE SEPTEMBER 22, 2007

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$26.93	\$28.41	\$29.97	\$31.62	\$33.36
0160	Fire Engineer	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0226	Firefighter Paramedic	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0227	Fire Protection Specialist	544	\$32.88	\$34.69	\$36.60	\$38.61	\$40.73
0512	Fire Development Specialist	559	\$35.43	\$37.38	\$39.44	\$41.61	\$43.90
0101	Fire Captain	563	\$36.15	\$38.14	\$40.24	\$42.45	\$44.78
0100	Deputy Fire Marshal	585	\$40.34	\$42.56	\$44.90	\$47.37	\$49.98

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$2,154.72	\$2,272.80	\$2,397.80	\$2,529.68	\$2,668.82
0160	Fire Engineer	535	\$2,514.95	\$2,653.27	\$2,799.20	\$2,953.16	\$3,115.58
0226	Firefighter Paramedic	535	\$2,514.95	\$2,653.27	\$2,799.20	\$2,953.16	\$3,115.58
0227	Fire Protection Specialist	544	\$2,630.69	\$2,775.38	\$2,928.02	\$3,089.06	\$3,258.40
0512	Fire Development Specialist	559	\$2,834.40	\$2,990.29	\$3,155.20	\$3,328.74	\$3,511.82
0101	Fire Captain	563	\$2,891.90	\$3,050.96	\$3,219.20	\$3,396.26	\$3,582.40
0100	Deputy Fire Marshal	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$4,668.56	\$4,924.40	\$5,195.24	\$5,480.98	\$5,782.43
0160	Fire Engineer	535	\$5,449.06	\$5,748.76	\$6,064.94	\$6,398.51	\$6,750.43
0226	Firefighter Paramedic	535	\$5,449.06	\$5,748.76	\$6,064.94	\$6,398.51	\$6,750.43
0227	Fire Protection Specialist	544	\$5,699.82	\$6,013.31	\$6,344.05	\$6,692.97	\$7,059.87
0512	Fire Development Specialist	559	\$6,141.20	\$6,478.97	\$6,836.27	\$7,212.26	\$7,608.94
0101	Fire Captain	563	\$6,265.79	\$6,610.41	\$6,974.93	\$7,358.55	\$7,761.87
0100	Deputy Fire Marshal	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34

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2/11/2008/28/2008

2.5% EFFECTIVE SEPTEMBER 22, 2007
FIRE CAPTAIN AND DEPUTY FIRE MARSHAL 4.5% EFFECTIVE SEPTEMBER 22, 2007

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$19.24	\$20.29	\$21.41	\$22.59	\$23.83
0160	Fire Engineer	535	\$22.45	\$23.69	\$24.99	\$26.37	\$27.82
0226	Firefighter Paramedic	535	\$22.45	\$23.69	\$24.99	\$26.37	\$27.82
0227	Fire Protection Specialist	544	\$23.49	\$24.78	\$26.14	\$27.58	\$29.09
0512	Fire Development Specialist	559	\$25.31	\$26.70	\$28.17	\$29.72	\$31.36
0101	Fire Captain	563	\$25.82	\$27.24	\$28.74	\$30.32	\$31.99
0100	Deputy Fire Marshal	585	\$28.81	\$30.40	\$32.07	\$33.84	\$35.70

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$2,154.72	\$2,272.80	\$2,397.80	\$2,529.68	\$2,668.82
0160	Fire Engineer	535	\$2,514.95	\$2,653.27	\$2,799.20	\$2,953.16	\$3,115.58
0226	Firefighter Paramedic	535	\$2,514.95	\$2,653.27	\$2,799.20	\$2,953.16	\$3,115.58
0227	Fire Protection Specialist	544	\$2,630.69	\$2,775.38	\$2,928.02	\$3,089.06	\$3,258.40
0512	Fire Development Specialist	559	\$2,834.40	\$2,990.29	\$3,155.20	\$3,328.74	\$3,511.82
0101	Fire Captain	563	\$2,891.90	\$3,050.96	\$3,219.20	\$3,396.26	\$3,582.40
0100	Deputy Fire Marshal	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$4,668.56	\$4,924.40	\$5,195.24	\$5,480.98	\$5,782.43
0160	Fire Engineer	535	\$5,449.06	\$5,748.76	\$6,064.94	\$6,398.51	\$6,750.43
0226	Firefighter Paramedic	535	\$5,449.06	\$5,748.76	\$6,064.94	\$6,398.51	\$6,750.43
0227	Fire Protection Specialist	544	\$5,699.82	\$6,013.31	\$6,344.05	\$6,692.97	\$7,059.87
0512	Fire Development Specialist	559	\$6,141.20	\$6,478.97	\$6,836.27	\$7,212.26	\$7,608.94
0101	Fire Captain	563	\$6,265.79	\$6,610.41	\$6,974.93	\$7,358.55	\$7,761.87
0100	Deputy Fire Marshal	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34

2.5% EFFECTIVE MARCH 22, 2008

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$27.62	\$29.14	\$30.74	\$32.43	\$34.21
0160	Fire Engineer	540	\$32.24	\$34.01	\$35.88	\$37.85	\$39.93
0226	Firefighter Paramedic	540	\$32.24	\$34.01	\$35.88	\$37.85	\$39.93
0227	Fire Protection Specialist	549	\$33.71	\$35.56	\$37.52	\$39.58	\$41.76
0512	Fire Development Specialist	564	\$36.32	\$38.32	\$40.43	\$42.65	\$45.00
0101	Fire Captain	568	\$37.07	\$39.11	\$41.26	\$43.53	\$45.92
0100	Deputy Fire Marshal	590	\$41.36	\$43.63	\$46.03	\$48.56	\$51.23

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$2,209.60	\$2,331.13	\$2,459.34	\$2,594.60	\$2,736.80
0160	Fire Engineer	540	\$2,579.23	\$2,721.09	\$2,870.75	\$3,028.00	\$3,194.54
0226	Firefighter Paramedic	540	\$2,579.23	\$2,721.09	\$2,870.75	\$3,028.00	\$3,194.54
0227	Fire Protection Specialist	549	\$2,696.62	\$2,844.93	\$3,001.40	\$3,166.48	\$3,340.63
0512	Fire Development Specialist	564	\$2,905.60	\$3,065.41	\$3,234.01	\$3,411.88	\$3,600.00
0101	Fire Captain	568	\$2,965.60	\$3,128.71	\$3,300.79	\$3,482.33	\$3,673.86
0100	Deputy Fire Marshal	590	\$3,308.84	\$3,490.40	\$3,682.37	\$3,884.90	\$4,098.57

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$4,787.47	\$5,050.78	\$5,328.57	\$5,621.64	\$5,929.73
0160	Fire Engineer	540	\$5,588.34	\$5,895.69	\$6,219.96	\$6,560.67	\$6,921.50
0226	Firefighter Paramedic	540	\$5,588.34	\$5,895.69	\$6,219.96	\$6,560.67	\$6,921.50
0227	Fire Protection Specialist	549	\$5,842.67	\$6,164.01	\$6,503.04	\$6,860.70	\$7,238.04
0512	Fire Development Specialist	564	\$6,295.47	\$6,641.72	\$7,007.01	\$7,392.40	\$7,800.00
0101	Fire Captain	568	\$6,425.47	\$6,778.87	\$7,151.71	\$7,545.05	\$7,960.03
0100	Deputy Fire Marshal	590	\$7,169.16	\$7,562.53	\$7,978.47	\$8,417.29	\$8,880.24

4% EFFECTIVE SEPTEMBER 24, 2005

2.5% EFFECTIVE MARCH 22, 2008

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$19.73	\$20.81	\$21.96	\$23.17	\$24.44
0160	Fire Engineer	540	\$23.03	\$24.30	\$25.63	\$27.04	\$28.52
0226	Firefighter Paramedic	540	\$23.03	\$24.30	\$25.63	\$27.04	\$28.52
0227	Fire Protection Specialist	549	\$24.08	\$25.40	\$26.80	\$28.27	\$29.83
0512	Fire Development Specialist	564	\$25.94	\$27.37	\$28.88	\$30.46	\$32.14
0101	Fire Captain	568	\$26.48	\$27.93	\$29.47	\$31.09	\$32.80
0100	Deputy Fire Marshal	590	\$29.54	\$31.16	\$32.88	\$34.69	\$36.59

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$2,209.60	\$2,331.13	\$2,459.34	\$2,594.60	\$2,736.80
0160	Fire Engineer	540	\$2,579.23	\$2,721.09	\$2,870.75	\$3,028.00	\$3,194.54
0226	Firefighter Paramedic	540	\$2,579.23	\$2,721.09	\$2,870.75	\$3,028.00	\$3,194.54
0227	Fire Protection Specialist	549	\$2,696.62	\$2,844.93	\$3,001.40	\$3,166.48	\$3,340.63
0512	Fire Development Specialist	564	\$2,905.60	\$3,065.41	\$3,234.01	\$3,411.88	\$3,600.00
0101	Fire Captain	568	\$2,965.60	\$3,128.71	\$3,300.79	\$3,482.33	\$3,673.86
0100	Deputy Fire Marshal	590	\$3,308.84	\$3,490.40	\$3,682.37	\$3,884.90	\$4,098.57

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$4,787.47	\$5,050.78	\$5,328.57	\$5,621.64	\$5,929.73
0160	Fire Engineer	540	\$5,588.34	\$5,895.69	\$6,219.96	\$6,560.67	\$6,921.50
0226	Firefighter Paramedic	540	\$5,588.34	\$5,895.69	\$6,219.96	\$6,560.67	\$6,921.50
0227	Fire Protection Specialist	549	\$5,842.67	\$6,164.01	\$6,503.04	\$6,860.70	\$7,238.04
0512	Fire Development Specialist	564	\$6,295.47	\$6,641.72	\$7,007.01	\$7,392.40	\$7,800.00
0101	Fire Captain	568	\$6,425.47	\$6,778.87	\$7,151.71	\$7,545.05	\$7,960.03
0100	Deputy Fire Marshal	590	\$7,169.16	\$7,562.53	\$7,978.47	\$8,417.29	\$8,880.24

3.0% EFFECTIVE SEPTEMBER 20, 2008

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$28.45	\$30.01	\$31.66	\$33.40	\$35.24
0160	Fire Engineer	546	\$33.20	\$35.03	\$36.96	\$38.99	\$41.13
0226	Firefighter Paramedic	546	\$33.20	\$35.03	\$36.96	\$38.99	\$41.13
0227	Fire Protection Specialist	555	\$34.73	\$36.64	\$38.66	\$40.78	\$43.02
0512	Fire Development Specialist	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0101	Fire Captain	574	\$38.18	\$40.28	\$42.50	\$44.84	\$47.31
0100	Deputy Fire Marshal	596	\$42.62	\$44.96	\$47.43	\$50.04	\$52.79

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$2,276.00	\$2,401.18	\$2,532.80	\$2,672.10	\$2,819.07
0160	Fire Engineer	546	\$2,656.00	\$2,802.08	\$2,956.80	\$3,119.42	\$3,290.40
0226	Firefighter Paramedic	546	\$2,656.00	\$2,802.08	\$2,956.80	\$3,119.42	\$3,290.40
0227	Fire Protection Specialist	555	\$2,778.40	\$2,931.21	\$3,092.43	\$3,262.51	\$3,441.95
0512	Fire Development Specialist	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0101	Fire Captain	574	\$3,054.40	\$3,222.39	\$3,399.62	\$3,587.20	\$3,784.50
0100	Deputy Fire Marshal	596	\$3,409.60	\$3,597.13	\$3,794.40	\$4,003.09	\$4,223.26

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$4,931.33	\$5,202.56	\$5,487.73	\$5,789.56	\$6,107.98
0160	Fire Engineer	546	\$5,754.67	\$6,071.17	\$6,406.40	\$6,758.75	\$7,129.20
0226	Firefighter Paramedic	546	\$5,754.67	\$6,071.17	\$6,406.40	\$6,758.75	\$7,129.20
0227	Fire Protection Specialist	555	\$6,019.87	\$6,350.96	\$6,700.26	\$7,068.78	\$7,457.56
0512	Fire Development Specialist	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0101	Fire Captain	574	\$6,617.87	\$6,981.85	\$7,365.85	\$7,772.27	\$8,199.74
0100	Deputy Fire Marshal	596	\$7,387.47	\$7,793.78	\$8,221.20	\$8,673.37	\$9,150.40

2% EFFECTIVE SEPTEMBER 23, 2006

3.0% EFFECTIVE SEPTEMBER 20, 2008

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$20.32	\$21.44	\$22.61	\$23.86	\$25.17
0160	Fire Engineer	546	\$23.71	\$25.02	\$26.40	\$27.85	\$29.38
0226	Firefighter Paramedic	546	\$23.71	\$25.02	\$26.40	\$27.85	\$29.38
0227	Fire Protection Specialist	555	\$24.81	\$26.17	\$27.61	\$29.13	\$30.73
0512	Fire Development Specialist	570	\$26.74	\$28.21	\$29.76	\$31.40	\$33.13
0101	Fire Captain	574	\$27.27	\$28.77	\$30.35	\$32.03	\$33.79
0100	Deputy Fire Marshal	596	\$30.44	\$32.12	\$33.88	\$35.74	\$37.71

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$2,276.00	\$2,401.18	\$2,532.80	\$2,672.10	\$2,819.07
0160	Fire Engineer	546	\$2,656.00	\$2,802.08	\$2,956.80	\$3,119.42	\$3,290.40
0226	Firefighter Paramedic	546	\$2,656.00	\$2,802.08	\$2,956.80	\$3,119.42	\$3,290.40
0227	Fire Protection Specialist	555	\$2,778.40	\$2,931.21	\$3,092.43	\$3,262.51	\$3,441.95
0512	Fire Development Specialist	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0101	Fire Captain	574	\$3,054.40	\$3,222.39	\$3,399.62	\$3,587.20	\$3,784.50
0100	Deputy Fire Marshal	596	\$3,409.60	\$3,597.13	\$3,794.40	\$4,003.09	\$4,223.26

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$4,931.33	\$5,202.56	\$5,487.73	\$5,789.56	\$6,107.98
0160	Fire Engineer	546	\$5,754.67	\$6,071.17	\$6,406.40	\$6,758.75	\$7,129.20
0226	Firefighter Paramedic	546	\$5,754.67	\$6,071.17	\$6,406.40	\$6,758.75	\$7,129.20
0227	Fire Protection Specialist	555	\$6,019.87	\$6,350.96	\$6,700.26	\$7,068.78	\$7,457.56
0512	Fire Development Specialist	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0101	Fire Captain	574	\$6,617.87	\$6,981.85	\$7,365.85	\$7,772.27	\$8,199.74
0100	Deputy Fire Marshal	596	\$7,387.47	\$7,793.78	\$8,221.20	\$8,673.37	\$9,150.40

2.5% EFFECTIVE MARCH 21, 2009

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$29.18	\$30.78	\$32.47	\$34.26	\$36.14
0160	Fire Engineer	551	\$34.05	\$35.92	\$37.90	\$39.98	\$42.18
0226	Firefighter Paramedic	551	\$34.05	\$35.92	\$37.90	\$39.98	\$42.18
0227	Fire Protection Specialist	560	\$35.61	\$37.57	\$39.64	\$41.82	\$44.12
0512	Fire Development Specialist	575	\$38.38	\$40.49	\$42.72	\$45.07	\$47.55
0101	Fire Captain	579	\$39.16	\$41.31	\$43.58	\$45.98	\$48.51
0100	Deputy Fire Marshal	601	\$43.70	\$46.10	\$48.64	\$51.31	\$54.13

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$2,334.01	\$2,462.38	\$2,597.81	\$2,740.69	\$2,891.43
0160	Fire Engineer	551	\$2,723.65	\$2,873.45	\$3,032.00	\$3,198.76	\$3,374.69
0226	Firefighter Paramedic	551	\$2,723.65	\$2,873.45	\$3,032.00	\$3,198.76	\$3,374.69
0227	Fire Protection Specialist	560	\$2,848.57	\$3,005.24	\$3,171.20	\$3,345.62	\$3,529.62
0512	Fire Development Specialist	575	\$3,070.40	\$3,239.27	\$3,417.43	\$3,605.39	\$3,803.69
0101	Fire Captain	579	\$3,132.80	\$3,305.10	\$3,486.40	\$3,678.15	\$3,880.45
0100	Deputy Fire Marshal	601	\$3,495.79	\$3,688.06	\$3,890.90	\$4,104.90	\$4,330.67

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$5,057.03	\$5,335.16	\$5,628.60	\$5,938.17	\$6,264.77
0160	Fire Engineer	551	\$5,901.24	\$6,225.81	\$6,569.33	\$6,930.65	\$7,311.83
0226	Firefighter Paramedic	551	\$5,901.24	\$6,225.81	\$6,569.33	\$6,930.65	\$7,311.83
0227	Fire Protection Specialist	560	\$6,171.91	\$6,511.36	\$6,870.93	\$7,248.83	\$7,647.52
0512	Fire Development Specialist	575	\$6,652.53	\$7,018.42	\$7,404.44	\$7,811.68	\$8,241.32
0101	Fire Captain	579	\$6,787.73	\$7,161.06	\$7,553.87	\$7,969.33	\$8,407.64
0100	Deputy Fire Marshal	601	\$7,574.22	\$7,990.80	\$8,430.29	\$8,893.96	\$9,383.13

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2% EFFECTIVE MARCH 24, 2007

2.5% EFFECTIVE MARCH 21, 2009

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$20.84	\$21.99	\$23.19	\$24.47	\$25.82
0160	Fire Engineer	551	\$24.32	\$25.66	\$27.07	\$28.56	\$30.13
0226	Firefighter Paramedic	551	\$24.32	\$25.66	\$27.07	\$28.56	\$30.13
0227	Fire Protection Specialist	560	\$25.43	\$26.83	\$28.31	\$29.87	\$31.51
0512	Fire Development Specialist	575	\$27.41	\$28.92	\$30.51	\$32.19	\$33.96
0101	Fire Captain	579	\$27.97	\$29.51	\$31.13	\$32.84	\$34.65
0100	Deputy Fire Marshal	601	\$31.21	\$32.93	\$34.74	\$36.65	\$38.67

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$2,334.01	\$2,462.38	\$2,597.81	\$2,740.69	\$2,891.43
0160	Fire Engineer	551	\$2,723.65	\$2,873.45	\$3,032.00	\$3,198.76	\$3,374.69
0226	Firefighter Paramedic	551	\$2,723.65	\$2,873.45	\$3,032.00	\$3,198.76	\$3,374.69
0227	Fire Protection Specialist	560	\$2,848.57	\$3,005.24	\$3,171.20	\$3,345.62	\$3,529.62
0512	Fire Development Specialist	575	\$3,070.40	\$3,239.27	\$3,417.43	\$3,605.39	\$3,803.69
0101	Fire Captain	579	\$3,132.80	\$3,305.10	\$3,486.40	\$3,678.15	\$3,880.45
0100	Deputy Fire Marshal	601	\$3,495.79	\$3,688.06	\$3,890.90	\$4,104.90	\$4,330.67

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$5,057.03	\$5,335.16	\$5,628.60	\$5,938.17	\$6,264.77
0160	Fire Engineer	551	\$5,901.24	\$6,225.81	\$6,569.33	\$6,930.65	\$7,311.83
0226	Firefighter Paramedic	551	\$5,901.24	\$6,225.81	\$6,569.33	\$6,930.65	\$7,311.83
0227	Fire Protection Specialist	560	\$6,171.91	\$6,511.36	\$6,870.93	\$7,248.83	\$7,647.52
0512	Fire Development Specialist	575	\$6,652.53	\$7,018.42	\$7,404.44	\$7,811.68	\$8,241.32
0101	Fire Captain	579	\$6,787.73	\$7,161.06	\$7,553.87	\$7,969.33	\$8,407.64
0100	Deputy Fire Marshal	601	\$7,574.22	\$7,990.80	\$8,430.29	\$8,893.96	\$9,383.13

3.0% EFFECTIVE SEPTEMBER 19, 2009

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$30.06	\$31.71	\$33.45	\$35.29	\$37.23
0160	Fire Engineer	557	\$35.07	\$37.00	\$39.04	\$41.19	\$43.46
0226	Firefighter Paramedic	557	\$35.07	\$37.00	\$39.04	\$41.19	\$43.46
0227	Fire Protection Specialist	566	\$36.69	\$38.71	\$40.84	\$43.09	\$45.46
0512	Fire Development Specialist	581	\$39.55	\$41.73	\$44.02	\$46.44	\$48.99
0101	Fire Captain	585	\$40.34	\$42.56	\$44.90	\$47.37	\$49.98
0100	Deputy Fire Marshal	607	\$45.01	\$47.49	\$50.10	\$52.86	\$55.77

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$2,404.76	\$2,537.03	\$2,676.00	\$2,823.18	\$2,978.45
0160	Fire Engineer	557	\$2,805.60	\$2,959.91	\$3,123.20	\$3,294.98	\$3,476.80
0226	Firefighter Paramedic	557	\$2,805.60	\$2,959.91	\$3,123.20	\$3,294.98	\$3,476.80
0227	Fire Protection Specialist	566	\$2,935.40	\$3,096.85	\$3,267.18	\$3,446.87	\$3,636.45
0512	Fire Development Specialist	581	\$3,164.21	\$3,338.24	\$3,521.84	\$3,715.54	\$3,919.20
0101	Fire Captain	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00
0100	Deputy Fire Marshal	607	\$3,600.80	\$3,798.84	\$4,007.78	\$4,228.80	\$4,461.38

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$5,210.32	\$5,496.89	\$5,798.00	\$6,116.89	\$6,453.32
0160	Fire Engineer	557	\$6,078.80	\$6,413.13	\$6,766.93	\$7,139.11	\$7,533.07
0226	Firefighter Paramedic	557	\$6,078.80	\$6,413.13	\$6,766.93	\$7,139.11	\$7,533.07
0227	Fire Protection Specialist	566	\$6,360.04	\$6,709.84	\$7,078.89	\$7,468.22	\$7,878.98
0512	Fire Development Specialist	581	\$6,855.78	\$7,232.85	\$7,630.65	\$8,050.34	\$8,491.60
0101	Fire Captain	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34
0100	Deputy Fire Marshal	607	\$7,801.73	\$8,230.83	\$8,683.52	\$9,162.40	\$9,666.33

3.0% EFFECTIVE SEPTEMBER 19, 2009

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$21.47	\$22.65	\$23.89	\$25.21	\$26.59
0160	Fire Engineer	557	\$25.05	\$26.43	\$27.89	\$29.42	\$31.04
0226	Firefighter Paramedic	557	\$25.05	\$26.43	\$27.89	\$29.42	\$31.04
0227	Fire Protection Specialist	566	\$26.21	\$27.65	\$29.17	\$30.78	\$32.47
0512	Fire Development Specialist	581	\$28.25	\$29.81	\$31.45	\$33.17	\$34.99
0101	Fire Captain	585	\$28.81	\$30.40	\$32.07	\$33.84	\$35.70
0100	Deputy Fire Marshal	607	\$32.15	\$33.92	\$35.78	\$37.76	\$39.83

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$2,404.76	\$2,537.03	\$2,676.00	\$2,823.18	\$2,978.45
0160	Fire Engineer	557	\$2,805.60	\$2,959.91	\$3,123.20	\$3,294.98	\$3,476.80
0226	Firefighter Paramedic	557	\$2,805.60	\$2,959.91	\$3,123.20	\$3,294.98	\$3,476.80
0227	Fire Protection Specialist	566	\$2,935.40	\$3,096.85	\$3,267.18	\$3,446.87	\$3,636.45
0512	Fire Development Specialist	581	\$3,164.21	\$3,338.24	\$3,521.84	\$3,715.54	\$3,919.20
0101	Fire Captain	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00
0100	Deputy Fire Marshal	607	\$3,600.80	\$3,798.84	\$4,007.78	\$4,228.80	\$4,461.38

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$5,210.32	\$5,496.89	\$5,798.00	\$6,116.89	\$6,453.32
0160	Fire Engineer	557	\$6,078.80	\$6,413.13	\$6,766.93	\$7,139.11	\$7,533.07
0226	Firefighter Paramedic	557	\$6,078.80	\$6,413.13	\$6,766.93	\$7,139.11	\$7,533.07
0227	Fire Protection Specialist	566	\$6,360.04	\$6,709.84	\$7,078.89	\$7,468.22	\$7,878.98
0512	Fire Development Specialist	581	\$6,855.78	\$7,232.85	\$7,630.65	\$8,050.34	\$8,491.60
0101	Fire Captain	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34
0100	Deputy Fire Marshal	607	\$7,801.73	\$8,230.83	\$8,683.52	\$9,162.40	\$9,666.33

2.0% EFFECTIVE MARCH 20, 2010

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$30.66	\$32.35	\$34.13	\$36.01	\$37.99
0160	Fire Engineer	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0226	Firefighter Paramedic	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0227	Fire Protection Specialist	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0512	Fire Development Specialist	585	\$40.34	\$42.56	\$44.90	\$47.37	\$49.98
0101	Fire Captain	589	\$41.15	\$43.41	\$45.80	\$48.32	\$50.98
0100	Deputy Fire Marshal	611	\$45.92	\$48.45	\$51.11	\$53.92	\$56.89

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$2,452.80	\$2,587.70	\$2,730.03	\$2,880.80	\$3,039.24
0160	Fire Engineer	561	\$2,863.20	\$3,020.68	\$3,186.81	\$3,362.09	\$3,547.00
0226	Firefighter Paramedic	561	\$2,863.20	\$3,020.68	\$3,186.81	\$3,362.09	\$3,547.00
0227	Fire Protection Specialist	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0512	Fire Development Specialist	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00
0101	Fire Captain	589	\$3,292.38	\$3,472.80	\$3,663.80	\$3,865.31	\$4,078.40
0100	Deputy Fire Marshal	611	\$3,673.60	\$3,875.65	\$4,088.81	\$4,313.69	\$4,550.95

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$5,314.40	\$5,606.69	\$5,915.06	\$6,241.73	\$6,585.03
0160	Fire Engineer	561	\$6,203.60	\$6,544.80	\$6,904.76	\$7,284.52	\$7,685.17
0226	Firefighter Paramedic	561	\$6,203.60	\$6,544.80	\$6,904.76	\$7,284.52	\$7,685.17
0227	Fire Protection Specialist	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0512	Fire Development Specialist	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34
0101	Fire Captain	589	\$7,133.49	\$7,524.40	\$7,938.24	\$8,374.85	\$8,836.53
0100	Deputy Fire Marshal	611	\$7,959.47	\$8,397.24	\$8,859.09	\$9,346.34	\$9,860.38

2.0% EFFECTIVE MARCH 20, 2010

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$21.90	\$23.10	\$24.38	\$25.72	\$27.14
0160	Fire Engineer	561	\$25.56	\$26.97	\$28.45	\$30.02	\$31.67
0226	Firefighter Paramedic	561	\$25.56	\$26.97	\$28.45	\$30.02	\$31.67
0227	Fire Protection Specialist	570	\$26.74	\$28.21	\$29.76	\$31.40	\$33.13
0512	Fire Development Specialist	585	\$28.81	\$30.40	\$32.07	\$33.84	\$35.70
0101	Fire Captain	589	\$29.40	\$31.01	\$32.71	\$34.51	\$36.41
0100	Deputy Fire Marshal	611	\$32.80	\$34.60	\$36.51	\$38.52	\$40.63

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$2,452.80	\$2,587.70	\$2,730.03	\$2,880.80	\$3,039.24
0160	Fire Engineer	561	\$2,863.20	\$3,020.68	\$3,186.81	\$3,362.09	\$3,547.00
0226	Firefighter Paramedic	561	\$2,863.20	\$3,020.68	\$3,186.81	\$3,362.09	\$3,547.00
0227	Fire Protection Specialist	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0512	Fire Development Specialist	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00
0101	Fire Captain	589	\$3,292.38	\$3,472.80	\$3,663.80	\$3,865.31	\$4,078.40
0100	Deputy Fire Marshal	611	\$3,673.60	\$3,875.65	\$4,088.81	\$4,313.69	\$4,550.95

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$5,314.40	\$5,606.69	\$5,915.06	\$6,241.73	\$6,585.03
0160	Fire Engineer	561	\$6,203.60	\$6,544.80	\$6,904.76	\$7,284.52	\$7,685.17
0226	Firefighter Paramedic	561	\$6,203.60	\$6,544.80	\$6,904.76	\$7,284.52	\$7,685.17
0227	Fire Protection Specialist	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0512	Fire Development Specialist	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34
0101	Fire Captain	589	\$7,133.49	\$7,524.40	\$7,938.24	\$8,374.85	\$8,836.53
0100	Deputy Fire Marshal	611	\$7,959.47	\$8,397.24	\$8,859.09	\$9,346.34	\$9,860.38

2.0% EFFECTIVE SEPTEMBER 18, 2010

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$31.28	\$33.00	\$34.82	\$36.73	\$38.75
0160	Fire Engineer	565	\$36.51	\$38.52	\$40.64	\$42.87	\$45.23
0226	Firefighter Paramedic	565	\$36.51	\$38.52	\$40.64	\$42.87	\$45.23
0227	Fire Protection Specialist	574	\$38.18	\$40.28	\$42.50	\$44.84	\$47.31
0512	Fire Development Specialist	589	\$41.15	\$43.41	\$45.80	\$48.32	\$50.98
0101	Fire Captain	593	\$41.98	\$44.29	\$46.73	\$49.30	\$52.01
0100	Deputy Fire Marshal	615	\$46.84	\$49.42	\$52.14	\$55.01	\$58.04

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$2,502.44	\$2,640.07	\$2,785.28	\$2,938.47	\$3,100.08
0160	Fire Engineer	565	\$2,920.80	\$3,081.44	\$3,250.92	\$3,429.72	\$3,618.36
0226	Firefighter Paramedic	565	\$2,920.80	\$3,081.44	\$3,250.92	\$3,429.72	\$3,618.36
0227	Fire Protection Specialist	574	\$3,054.40	\$3,222.39	\$3,399.62	\$3,587.20	\$3,784.50
0512	Fire Development Specialist	589	\$3,292.38	\$3,472.80	\$3,663.80	\$3,865.31	\$4,078.40
0101	Fire Captain	593	\$3,358.31	\$3,543.01	\$3,738.40	\$3,944.01	\$4,160.93
0100	Deputy Fire Marshal	615	\$3,747.20	\$3,953.30	\$4,171.20	\$4,400.62	\$4,643.20

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$5,421.95	\$5,720.16	\$6,034.76	\$6,366.68	\$6,716.84
0160	Fire Engineer	565	\$6,328.40	\$6,676.46	\$7,043.67	\$7,431.07	\$7,839.78
0226	Firefighter Paramedic	565	\$6,328.40	\$6,676.46	\$7,043.67	\$7,431.07	\$7,839.78
0227	Fire Protection Specialist	574	\$6,617.87	\$6,981.85	\$7,365.85	\$7,772.27	\$8,199.74
0512	Fire Development Specialist	589	\$7,133.49	\$7,524.40	\$7,938.24	\$8,374.85	\$8,836.53
0101	Fire Captain	593	\$7,276.33	\$7,676.53	\$8,099.87	\$8,545.36	\$9,015.35
0100	Deputy Fire Marshal	615	\$8,118.93	\$8,565.47	\$9,037.60	\$9,534.67	\$10,060.27

2.0% EFFECTIVE SEPTEMBER 18, 2010

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$22.34	\$23.57	\$24.87	\$26.24	\$27.68
0160	Fire Engineer	565	\$26.08	\$27.51	\$29.03	\$30.62	\$32.31
0226	Firefighter Paramedic	565	\$26.08	\$27.51	\$29.03	\$30.62	\$32.31
0227	Fire Protection Specialist	574	\$27.27	\$28.77	\$30.35	\$32.03	\$33.79
0512	Fire Development Specialist	589	\$29.40	\$31.01	\$32.71	\$34.51	\$36.41
0101	Fire Captain	593	\$29.98	\$31.63	\$33.38	\$35.21	\$37.15
0100	Deputy Fire Marshal	615	\$33.46	\$35.30	\$37.24	\$39.29	\$41.46

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$2,502.44	\$2,640.07	\$2,785.28	\$2,938.47	\$3,100.08
0160	Fire Engineer	565	\$2,920.80	\$3,081.44	\$3,250.92	\$3,429.72	\$3,618.36
0226	Firefighter Paramedic	565	\$2,920.80	\$3,081.44	\$3,250.92	\$3,429.72	\$3,618.36
0227	Fire Protection Specialist	574	\$3,054.40	\$3,222.39	\$3,399.62	\$3,587.20	\$3,784.50
0512	Fire Development Specialist	589	\$3,292.38	\$3,472.80	\$3,663.80	\$3,865.31	\$4,078.40
0101	Fire Captain	593	\$3,358.31	\$3,543.01	\$3,738.40	\$3,944.01	\$4,160.93
0100	Deputy Fire Marshal	615	\$3,747.20	\$3,953.30	\$4,171.20	\$4,400.62	\$4,643.20

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$5,421.95	\$5,720.16	\$6,034.76	\$6,366.68	\$6,716.84
0160	Fire Engineer	565	\$6,328.40	\$6,676.46	\$7,043.67	\$7,431.07	\$7,839.78
0226	Firefighter Paramedic	565	\$6,328.40	\$6,676.46	\$7,043.67	\$7,431.07	\$7,839.78
0227	Fire Protection Specialist	574	\$6,617.87	\$6,981.85	\$7,365.85	\$7,772.27	\$8,199.74
0512	Fire Development Specialist	589	\$7,133.49	\$7,524.40	\$7,938.24	\$8,374.85	\$8,836.53
0101	Fire Captain	593	\$7,276.33	\$7,676.53	\$8,099.87	\$8,545.36	\$9,015.35
0100	Deputy Fire Marshal	615	\$8,118.93	\$8,565.47	\$9,037.60	\$9,534.67	\$10,060.27

2.5% EFFECTIVE MARCH 19, 2011

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$32.08	\$33.84	\$35.70	\$37.66	\$39.73
0160	Fire Engineer	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0226	Firefighter Paramedic	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0227	Fire Protection Specialist	579	\$39.16	\$41.31	\$43.58	\$45.98	\$48.51
0512	Fire Development Specialist	594	\$42.20	\$44.52	\$46.97	\$49.55	\$52.27
0101	Fire Captain	598	\$43.04	\$45.41	\$47.91	\$50.54	\$53.32
0100	Deputy Fire Marshal	620	\$48.03	\$50.67	\$53.46	\$56.40	\$59.50

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$2,566.40	\$2,707.55	\$2,856.00	\$3,013.08	\$3,178.80
0160	Fire Engineer	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0226	Firefighter Paramedic	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0227	Fire Protection Specialist	579	\$3,132.80	\$3,305.10	\$3,486.40	\$3,678.15	\$3,880.45
0512	Fire Development Specialist	594	\$3,376.00	\$3,561.68	\$3,757.57	\$3,964.24	\$4,181.60
0101	Fire Captain	598	\$3,443.20	\$3,632.58	\$3,832.80	\$4,043.20	\$4,265.58
0100	Deputy Fire Marshal	620	\$3,842.40	\$4,053.73	\$4,276.69	\$4,511.91	\$4,760.06

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$5,560.53	\$5,866.36	\$6,188.00	\$6,528.34	\$6,887.40
0160	Fire Engineer	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0226	Firefighter Paramedic	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0227	Fire Protection Specialist	579	\$6,787.73	\$7,161.06	\$7,553.87	\$7,969.33	\$8,407.64
0512	Fire Development Specialist	594	\$7,314.67	\$7,716.97	\$8,141.41	\$8,589.18	\$9,060.13
0101	Fire Captain	598	\$7,460.27	\$7,870.58	\$8,304.40	\$8,760.27	\$9,242.08
0100	Deputy Fire Marshal	620	\$8,325.20	\$8,783.09	\$9,266.16	\$9,775.79	\$10,313.46

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2.5% EFFECTIVE MARCH 19, 2011

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$22.91	\$24.17	\$25.50	\$26.90	\$28.38
0160	Fire Engineer	570	\$26.74	\$28.21	\$29.76	\$31.40	\$33.13
0226	Firefighter Paramedic	570	\$26.74	\$28.21	\$29.76	\$31.40	\$33.13
0227	Fire Protection Specialist	579	\$27.97	\$29.51	\$31.13	\$32.84	\$34.65
0512	Fire Development Specialist	594	\$30.14	\$31.80	\$33.55	\$35.39	\$37.34
0101	Fire Captain	598	\$30.74	\$32.43	\$34.22	\$36.10	\$38.09
0100	Deputy Fire Marshal	620	\$34.31	\$36.19	\$38.18	\$40.28	\$42.50

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$2,566.40	\$2,707.55	\$2,856.00	\$3,013.08	\$3,178.80
0160	Fire Engineer	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0226	Firefighter Paramedic	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0227	Fire Protection Specialist	579	\$3,132.80	\$3,305.10	\$3,486.40	\$3,678.15	\$3,880.45
0512	Fire Development Specialist	594	\$3,376.00	\$3,561.68	\$3,757.57	\$3,964.24	\$4,181.60
0101	Fire Captain	598	\$3,443.20	\$3,632.58	\$3,832.80	\$4,043.20	\$4,265.58
0100	Deputy Fire Marshal	620	\$3,842.40	\$4,053.73	\$4,276.69	\$4,511.91	\$4,760.06

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$5,560.53	\$5,866.36	\$6,188.00	\$6,528.34	\$6,887.40
0160	Fire Engineer	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0226	Firefighter Paramedic	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0227	Fire Protection Specialist	579	\$6,787.73	\$7,161.06	\$7,553.87	\$7,969.33	\$8,407.64
0512	Fire Development Specialist	594	\$7,314.67	\$7,716.97	\$8,141.41	\$8,589.18	\$9,060.13
0101	Fire Captain	598	\$7,460.27	\$7,870.58	\$8,304.40	\$8,760.27	\$9,242.08
0100	Deputy Fire Marshal	620	\$8,325.20	\$8,783.09	\$9,266.16	\$9,775.79	\$10,313.46

EXHIBIT C

RETIREE SUBSIDY MEDICAL PLAN

An employee who has retired from the City shall be entitled to participate in the ~~City sponsored~~ **available** medical insurance plans and the City shall contribute toward monthly premiums for coverage in an amount as specified in accordance with this plan, provided:

- A. At the time of retirement the employee has a minimum of ten (10) continuous years of regular (permanent) City service immediately prior to retirement or is granted an industrial disability retirement. Said service must be continuous unless prior service is reinstated at the time of his/her rehire in accordance with the City's Personnel Rules; and
- B. At the time of retirement, the employee is employed by the City; and
- C. Following official separation from the City, the employee is granted a retirement allowance by the California Public Employees' Retirement System.

The City's obligation to pay the monthly premium, as indicated, shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:

- 1. On the first of the month in which a retiree or dependent reaches age 65 or on the date the retiree or dependent can first apply and become eligible, automatically or voluntarily, for medical coverage under Medicare (whether or not such application is made), the City's obligation to pay monthly premiums may be adjusted downward or eliminated. Benefit coverage at age 65 under the City's sponsored medical insurance plans shall be governed by applicable plan document.
 - 2. In the event of the death of any employee, whether retired or not, the amount of the retiree medical insurance subsidy benefit which the deceased employee was receiving at the time of his/her death or would be eligible to receive if he/she were retired at the time of death, shall be paid on behalf of the spouse or dependent(s) for a period not to exceed twelve (12) months.
- D. Industrial Disability Retirees - Industrial disability retirees with less than ten (10) continuous years of regular (permanent) service shall receive a maximum monthly payment toward the premium for health insurance of \$121. Payments shall be in accordance with the stipulations and conditions, which exist for all retirees. Payment shall not exceed dollar amount, which is equal to the full cost of premium for employee only.
 - E. Maximum Monthly Subsidy Payments - The payment amounts may be reduced each month as dependent eligibility ceases due to death, divorce or loss of dependent child status. However, the amount shall not be reduced if such reduction would cause

insufficient funds needed to pay the full premium for the employee and the remaining dependents. In the event no reduction occurs and the remaining benefit premium is not sufficient to pay the premium amount for the employee and the eligible dependents, said needed excess premium amount shall be paid by the employee.

All retirees, including those retired as a result of industrial disability whose number of years of continuous regular (permanent) service immediately prior to retirement exceeds ten (10) years, shall be entitled to maximum monthly payment of premiums by the City for each year of completed City service as follows:

Maximum Monthly Payment for Retirees After:	
Years of Service	
10	\$ 121
11	136
12	151
13	166
14	181
15	196
16	211
17	226
18	241
19	256
20	271
21	286
22	300
23	315
24	330
25	344

F. Eligibility:

1. The effective start-up date of the Retiree Subsidy Medical Plan for the eligible retirees shall be the first of the month following retirement date.
2. A retiree may change plans, add dependents, etc., during annual open enrollment. The City shall notify covered retirees of this opportunity each year.
3. Years of service computed for the Retiree Subsidy Medical Plan are actual years of completed continuous regular (permanent) service with the City of Huntington Beach immediately prior to retirement.
4. When a retiree is eligible for medical plan coverage at the expense of another employer due to post-retirement employment of the retiree or spouse of the retiree, the retiree and his/her spouse must take that

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coverage regardless of benefit level and shall be deleted from any City sponsored health insurance Plan. Exceptions to this requirement are limited to the following:

- a. A retiree is not required to enroll in such "other" medical insurance plan coverage if there is significant disparity between the benefits provided by the "other" medical insurance plan and the City sponsored health insurance plan as defined below. "Significant disparity" means coverage available under the "other" medical plan is restrictive or limited in one or more of the following ways:
 - 1) No in-patient hospitalization coverage.
 - 2) No major medical benefits.
 - 3) Annual deductible is greater than or equal to \$1,000 per person.
 - 4) Major medical benefits are paid at 60% or less of covered expenses in network.
 - b. The City Administrator or designee will have the authority to provide additional exceptions following review of the "other" medical insurance plan policy. Exceptions will be made only if the "other" medical plan benefit provisions are comparable to the guidelines under (F.4.a.) above.
 - c. Miscellaneous Provisions:
 - 1) Benefits provided under the ~~City-sponsored~~ **available** medical insurance plan will be coordinated with the "other" medical insurance plan as the primary carrier.
 - 2) The City shall have the right to require any retiree to provide a copy of the "other" medical insurance plan policy for review by the City Administrator or designee.
5. When a retiree under age 65 becomes eligible for the other group coverage and then becomes no longer eligible, he/she may have the Retiree Subsidy Medical Plan reinstated for the purchase of ~~City-sponsored~~ **available** health insurance.
 6. Dependents of a retiree under age 65 may follow him/her into the Retiree Subsidy Medical Plan or they may choose to exercise COBRA rights along with the retiree.
 7. When a retiree becomes 65 and has eligible dependents under 65, said dependents are eligible to exercise COBRA rights.

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8. When a retiree is under 65 and his/her spouse is over 65, the spouse is not covered.
- G. Premium payments are to be received at least one month in advance of the coverage period. Retiree Subsidy Medical Plan and COBRA participants shall be notified of non-payment of premium by means of a certified letter from the City in accordance with provisions of the Memorandums of Understanding.

A retiree who fails to pay premiums due for coverage and is in arrears for sixty (60) days shall be terminated from the plan and shall not have reinstatement rights.

H. Subsidies:

1. The subsidy payments will pay for:
 - a. ~~City-sponsored~~**Available** health insurance plans for eligible retirees.
 - b. Part A of Medicare for those retirees not eligible for paid Part A.
2. Subsidy payments will not pay for:
 - a. Part B Medicare.
 - b. Any other City sponsored benefit plan.
 - c. Any other commercially available benefit plan.
 - d. Medicare supplements

I. Medicare:

1. All persons are eligible for Medicare coverage at age 65. Those with sufficient credit quarters of Social Security will receive Part A of Medicare at no cost. Those without sufficient credited quarters are still eligible for Medicare at age 65, but will have to pay for Part A of Medicare if the individual elects to take Medicare. In all cases, Part B of Medicare is paid for by the participant.
2. When a retiree and his/her spouse are both 65 or over and neither is eligible for paid Part A of Medicare, the subsidy shall pay for Part A for each of them or the maximum subsidy, whichever is less.
3. When a retiree at age 65 is eligible for paid Part A of Medicare and his/her spouse is not eligible for paid Part A, the spouse shall not receive subsidy. When a retiree at age 65 is not eligible for paid Part A of Medicare and his/her spouse who is also age 65 is eligible for paid Part A of Medicare, the subsidy shall be for the retiree's Part A only.

J. Cancellation:

1. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:
 - a. Coverage for a retiree under the Retiree Subsidy Medical Plan will be eliminated on the first day of the month in which the retiree reaches age 65 whether or not the retiree applies for Medicare coverage. If such retiree was covering dependents under the Plan, dependents will be eligible for COBRA continuation benefits effective as of first day of the month in which the retiree reaches age 65.
 - b. When one of the following occurs, dependent coverage will be eliminated:
 - 1) After 36 months of COBRA continuation coverage, or
 - 2) When the covered dependent reaches age 65 in the event such dependent reaches age 65 prior to the retiree reaching age 65.
2. Premium payments are to be received at least one month in advance of the coverage period.
3. A retiree who fails to pay premiums due for coverage and is in arrears for sixty (60) days shall be terminated from the plan and shall not have reinstatement rights.

EXHIBIT D

CITY OF HUNTINGTON BEACH TILLER CERTIFICATION

Following is the method of application regarding Tiller Certification, Article V, Section E-4 of the Huntington Beach Firefighter's Association MOU:

Article V, Section E-4-Tiller Certification

- a. Tiller Certification -- The Huntington Beach Training Manual, ~~Section C-2, dated 3-11-99~~ identifies the method and requirements for Tiller Certification.
- b. Class B Firefighter Restrictive License.--State Department Of Motor Vehicles established.
- c. Light Air Unit -- The intent is for a Firefighter to be able to drive, set up, and safely operate the Light Air unit. Currently, hazardous materials personnel operate the Light Air Unit. They are trained in the safe operation of the unit but do not actually "certify." We are developing a training program for the unit that will consist of a short written test to identify the safety and operational aspects the lighting and air system. The program will formalize the current existing training program that has been in use and assure that firefighting personnel are properly trained. Since Firefighters may not be assigned to the unit regularly, we will also establish a refresher class each year to maintain their capabilities.

Note! All Fire Department personnel have been trained in the past in the operation of the Light Air Unit. Since we do not have a formalized training program for the unit at the present time, all Firefighters will be grandfathered into meeting the requirements until the training program is finalized. This process will provide the following options for compensation:

- If the Firefighter was Tiller Certified and had a Class B Firefighter Restrictive License as of September 5, 1998, they will receive the identified compensation effective that date. Upon implementation of a formal certification program for the Light Air Unit, these Firefighters will be required to become certified in light air operation.
- If, after September 5, 1998, and until the training program for the Light Air Unit is developed and implemented, a Firefighter obtains Tiller Certification and the Class B Firefighter Restrictive Drivers License, they will be eligible for compensation following application. Upon implementation of a formal certification program for the Light Air Unit, these Firefighters will be required to become certified in light air operation.
- For Firefighters requesting compensation after the training program for the Light Air Unit is formalized, they must obtain Tiller Certification, the Class B Firefighter Restrictive Drivers License, and be certified in light air operations. They will be eligible for compensation following application.

Note! If a Firefighter elects not to participate in the above mentioned Tiller Certification compensation, it does not preclude the currently established requirement by the Department for a firefighter to be Tiller Certified, as identified in the Huntington Beach Training Manual, ~~Section C-2, dated March 11, 1999.~~

EXHIBIT E

~~CITY OF HUNTINGTON BEACH~~ INCOME PROTECTION PLAN

This is to memorialize an agreement between the City of Huntington Beach (City) and the Huntington Beach Firefighter's Association (HBFA) regarding authorizing the HBFA to administer its own Long Term Disability (LTD) insurance program providing the following conditions are adhered to:

1. The City and HBFA agree that the City shall not provide a City-sponsored LTD Insurance Program for employees represented by HBFA.
2. HBFA shall contract with an insurance provider for LTD insurance for the employees represented by the HBFA.
3. The City shall pay to HBFA for the cost of LTD premiums not to exceed \$38.00 per month per occupied covered position represented by HBFA.
4. Non-dues paying represented employees shall be covered by the LTD Policy at the same premium rate as dues paying represented employees.
5. City payment to HBFA is to be made for each represented employee per month based on the bi-weekly payroll.
6. HBFA shall pay the insurance company for the cost of premiums and any charges incurred for administering the program.
7. HBFA shall provide the City with a monthly listing of covered employees.
8. No self-funding/self-insurance of LTD benefits is permitted under this agreement.
9. HBFA shall authorize the City to have the insurance company provide documentation to the City as follows:
 - a) A copy of the most current audited financial statements.
 - b) A copy of the latest actuarial report, which should be completed by an independent "Fellow of the Society of Actuaries";
 - c) A copy of the in-force re-insurance Policy;
10. HBFA will provide a statement certifying that premiums collected are for LTD benefits for HBFA represented employees only.

EXHIBIT F

40/56-HOUR CONVERSION VACATION AND SICK LEAVE ACCRUAL

LEAVE BENEFITS (EXAMPLE)

Permanent, full-time employees shall accrue annual vacations or sick leave at their appropriate assigned work schedule rate, either 40-hour or 56-hour workweek. The actual accrual, as reflected on their payroll check will also reflect their actual work schedule. In the event of a change in work schedules, personnel will have their accrual rate (Constant) and actual accrual (Accrued) change to the new schedule using the conversion factor, .7143. Paychecks will reflect the accrual rate based on the actual work schedule, either forty (40) or fifty-six (56) hour schedule. All maximum accruals will be modified to reflect the proper number of hours, either 40-hour or 56-hour workweek.

EXAMPLE – CURRENT EXCEPTION

40-HOUR FIRE PROTECTION SPECIALIST

Paycheck stub shows 1000 hours accrued sick leave.

Employee uses 24 hours sick time.

$1000 \text{ hours} - 24 \text{ hours} = 976 \text{ hours}.$

56-HOUR FIREFIGHTER PARAMEDIC

Paycheck stub shows 1000 hours accrued sick leave.

Employee uses 24 hours sick time.

$1000 \text{ hours} - 24 \times .7143 = 17.1 \text{ hours} = 982.9 \text{ hours}$

(This mathematical transaction takes place for each exception.)

EXCEPTION

ALL 56-HOUR PERSONNEL

Modify to 56-hour schedule - current accrued hours divided by .7143.

40-hour rate paycheck stub indicates 1000 hours sick leave.

$1000 \text{ hours divided by } .7143 = 1400 \text{ hours}$

1400 hours would be reflected on the employee's 56-hour workweek paycheck stub.

56-hour schedule employee uses 24-hours sick time - hours are taken hour for hour.

$1400 \text{ hours} - 24 \text{ hours} = 1376 \text{ hours remaining}.$

EXHIBIT F - Continued

56/40-HOUR CONVERSION VACATION AND SICK LEAVE ACCRUAL

LEAVE BENEFITS (EXAMPLE)

40-HOUR FIRE PROTECTION SPECIALIST
Remains the same

*FIRE PROTECTION SPECIALIST IS REASSIGNED AS A 56-HOUR FIREFIGHTER
PARAMEDIC*

ACCRUAL RATE

Current 40-hour Fire Protection Specialist sick leave accrual - 3.6923 hours per pay period.

56-hour Firefighter Paramedic employee would accrue sick leave at 5.1691 (3.6923 divided by .7143 = 5.1691) hours per pay period. This would accurately indicate accrual at the 56-hour rate.

56-HOUR EMPLOYEE ASSIGNED TO A 40-HOUR POSITION

Upon change of 56-hour Firefighter Paramedic employee to a 40-hour Fire Protection Specialist.

Accrued sick leave = 1400 hours

$1400 \times .7143 = 1000$ hours

1000 hours would be reflected on pay check.

Sick leave accrual would return to 3.6923 per pay period.

EXHIBIT G

POLICY D-14, MINIMUM STAFFING AND FILLING OF VACANCIES

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ATTACHMENT #3

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RESOLUTION NO. 2008-13


A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON BEACH APPROVING AND IMPLEMENTING THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE HUNTINGTON BEACH
FIREFIGHTERS' ASSOCIATION (HBFA) AND THE CITY OF HUNTINGTON BEACH
FOR SEPTEMBER 25, 2007 THROUGH JUNE 24, 2011.

WHEREAS, the City Council of the City of Huntington Beach does hereby resolve as follows:

The Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Firefighters' Association ("HBFA"), a copy of which is attached hereto as Exhibit A and by reference made a part hereof, is hereby approved and ordered implemented in accordance with the terms and conditions thereof, and the City Administrator is authorized to execute this Agreement. Such Memorandum of Understanding shall be effective for the term of September 25, 2007, through June 24, 2011.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the _____ day of _____, 20____.

REVIEWED AND APPROVED:



City Administrator

Mayor

INITIATED AND APPROVED:



Director of Human Resources

APPROVED AS TO FORM:



City Attorney

EXHIBITION

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EXHIBIT A

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Memorandum of Understanding

Between

The Huntington Beach
Firefighters' Association



And

The City of Huntington Beach



September 25, 2007 through June 24, 2011

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MEMORANDUM OF UNDERSTANDING**Between****THE CITY OF HUNTINGTON BEACH****(Hereinafter called CITY)****and****THE HUNTINGTON BEACH FIREFIGHTER'S ASSOCIATION****(Hereinafter called ASSOCIATION or HBFA)****September 25, 2007 through June 24, 2011****ARTICLE I - REPRESENTATIONAL UNIT/CLASSIFICATIONS**

- A. It is recognized that the Huntington Beach Firefighter's Association is the employee organization, which has the right to meet and confer in good faith with the City on behalf of employees of the City of Huntington Beach within the following classifications:

Deputy Fire Marshal*

Fire Captain

Fire Engineer

Firefighter

Firefighter Paramedic

Fire Protection Specialist*

Fire Development Specialist*

*Administrative Appointments

- B. The City and Association have agreed to a procedure whereby the City, by and through the Human Resources Director, would be entitled to propose a Unit Modification. This agreement, Exhibit A, consists of a modification of the City of Huntington Beach Employer-Employee Relations Resolution (Resolution Number 3335). The City hereby agrees not to propose a unit modification of the existing FIRE Association unit.

ARTICLE II – EXISTING CONDITIONS OF EMPLOYMENT

- A. Except as expressly provided herein, the existing wages, hours, and other terms and conditions of employment within the lawful scope of representation of the Association that are contained in prior Memoranda of Understanding between the parties hereto and which are currently applicable to employees covered herein, shall remain in full force and effect.
- B. When used in this Memorandum of Understanding (MOU), the word "staffing" shall have the same meaning as the word "manning" and are used interchangeably.

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HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

ARTICLE III - SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this MOU or any additions or amendments thereof, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this MOU or its application to other persons. The City Council hereby declares that it would have adopted this MOU and each section, subsection, sentence, clause, phrase or portion, and any additions or amendments thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions, or the application thereof to any person, be declared invalid or unconstitutional.

ARTICLE IV – SALARY SCHEDULES

For each year of this agreement, the base salary of each classification represented by the Association shall be as set forth in the Salary Schedules, Exhibit B.

A. Wage Increases:

1. Effective the beginning of the pay period that includes September 25, 2007, all bargaining unit employees shall receive a two and one-half percent (2.5%) wage increase, except that employees in the classification of Fire Captain shall receive an additional two percent (2%) wage increase, for a total wage increase of four and one half percent (4.5%).
2. Effective, the beginning of the pay period that includes March 24, 2008, all bargaining unit employees shall receive a two and one-half percent (2.5%) wage increase.
3. Effective the beginning of the pay period that includes September 23, 2008, all bargaining unit employees shall receive a three percent (3%) wage increase.
4. Effective the beginning of the pay period that includes, March 23, 2009, all bargaining unit employees shall receive a two and one-half percent (2.5%) wage increase.
5. Effective the beginning of the pay period that includes September 22, 2009, all bargaining unit employees shall receive a three percent (3%) wage increase.
6. Effective the beginning of the pay period that includes March 22, 2010, all bargaining unit employees shall receive a two percent (2%) wage increase.
7. Effective the beginning of the pay period that includes September 21, 2010, all bargaining unit employees shall receive a two percent (2%) wage increase.

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

8. Effective the beginning of the pay period that includes March 21, 2011, all bargaining unit employees shall receive a two and one-half percent (2.5%) wage increase.

ARTICLE V – SPECIAL PAY**A. Education:**

1. Incentive Plan – It is the purpose and intent of the City to provide an Education Incentive Plan to motivate the employee to participate in, and continue with his/her education so as to improve his/her knowledge and general proficiency which will, in turn, result in additional benefits to the Fire Department and to the City. As the levels of additional education listed below are satisfactorily completed and attained, the employee will receive additional monetary compensation in recognition of his/her educational achievement.
 - a. Level I – Any employee who has attained an Associate Degree, or attained Junior status in a degree program, shall receive educational incentive pay of three percent (3%) of his/her base rate of pay. An employee may only receive this education incentive pay for one degree.
 - b. Level II – Any employee who has attained a Bachelors Degree in Fire Administration, Public Administration, Public Policy or an equivalent degree as determined by the Education Committee and Fire Chief will receive education incentive pay of six percent (6%) of his/her base rate of pay. An employee may only receive this education incentive pay for one degree.
 - c. Maximum Education Incentive Pay - The maximum education incentive pay an employee may receive is six percent (6%) of his/her base rate of pay for a Bachelors Degree.
 - d. Degree Majors – Degree majors in an equivalent course of study other than Fire Science, Fire Administration, r Public Administration or Public Policy shall be approved in advance by the Education Committee.
 - e. Education Committee – An Education Committee shall be established and composed of three (3) members. Of said three (3) members, one shall be appointed by the Association, one appointed by the Fire Chief, and the third shall be the Human Resources Director.
 - f. Effective Date – Following certification by the Education Committee, the additional education incentive pay shall commence the beginning

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

of the pay period following the employee's submission of a completed application that qualifies for education incentive pay.

- g. Previous Benefits – Notwithstanding the foregoing, any employee currently receiving educational incentive benefits in any previously approved schedule, shall continue to receive the monthly payments entitled thereunder, in lieu of any payment available under Section "A.1." of this Article, if the current payment exceeds the payment to which the employee would be entitled under Section "A.1." if any.

- B. Acting Assignments - Employees acting in a higher classification, shall be properly qualified and compensated in accordance with the City Personnel Rules,

C. Administrative Appointments:

1. Administrative Appointments – The City may, from time to time, administratively appoint employees to administrative or specialist positions. Employees so appointed to the positions of Captain Paramedic, Engineer Paramedic, Deputy Fire Marshal, Fire Protection Specialist or Fire Development Specialist shall serve at the discretion of the Fire Chief. An administrative appointment shall not affect the employee's regular classification or rank. Persons administratively appointed shall retain their highest previous permanent classification and the anniversary date of their appointment to the permanent classification.
2. Pay Upon Completion of Administrative Appointment:
 - a. An employee administratively appointed to the positions of Captain Paramedic, Engineer Paramedic, Deputy Fire Marshal, Fire Protection Specialist, or Fire Development Specialist who is subsequently voluntarily or involuntarily reassigned to a position within their permanent classification with a lower rate of pay, shall receive a one (1) step reduction in pay to initially coincide with their reduced assignment and at each anniversary date of the original reduction thereafter, until their rate of pay equals the rate of pay entitled as if they had not received the administrative appointment.
 - b. An employee administratively appointed to the positions of Captain Paramedic, Engineer Paramedic, Deputy Fire Marshal, Fire Protection Specialist or Fire Development Specialist who has completed four (4) years of service in the appointed or any other appointed parallel position, may request to return to their permanent classification, and shall within one (1) year thereafter, be entitled to return to his/her permanent classification. The pay rate changes associated with the appointment or reappointment shall follow the process and procedures established for all positions within the classified service.
 - c. This section shall not apply to demotions or layoffs.

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

- D. Pay Upon Completion of Paramedic Duties - Any Firefighter Paramedic with a minimum of five (5) years of continuous service as a Paramedic may request reinstatement to his/her previously held classification. Such request must be submitted in writing to the Fire Chief at least one (1) year prior to the date of the requested reinstatement. Upon reinstatement, if the employee's current base salary is equivalent to or in excess of Step E of the respective Firefighter salary range, his/her salary will be Y-rated and will not change until it no longer exceeds Step E of the respective Firefighter salary range.

If the employee's Paramedic salary is less than Step E, his/her salary shall be set at a step in the range closest to his/her existing current base salary.

This section shall not apply to demotions or layoffs.

E. Special Certification/Special Assignment Skill Pay:

1. State Board of Fire Service Certification - Any employee, in a position that did not require certification as a condition of employment, and who at any time has been or becomes certified by the State Board of Fire Services in a classification then occupied, shall be entitled, upon request, to a lump sum cash payment of two hundred fifty dollars (\$250). Each employee may only receive one such payment irrespective of the number of times he/she is certified in any position.
2. Paramedic Re-certification - Each time a Firefighter Paramedic assigned as a Firefighter Paramedic is re-certified by the State of California as a Paramedic, the Firefighter Paramedic shall be entitled to a lump sum cash payment of five hundred dollars (\$500).

Each time a Fire Captain or Fire Engineer is re-certified by the State of California as a paramedic, the employee shall be entitled to a lump sum cash payment of five hundred dollars (\$500). Eligible employees are Fire Engineers or Fire Captains who currently possess a State of California Paramedic License and/or are re-certified by the State of California as a Paramedic to practice as a Paramedic. Re-certification pay for Captains and Engineers shall be limited to thirty (30) positions.

The City will allow Fire Engineers and Fire Captains who are certified by the State of California as a paramedic to maintain local (Orange County) accreditation and to practice as a paramedic based upon established department standards.

3. Preceptors - Firefighter Paramedics who possess the qualifications necessary to be a preceptor and are assigned preceptor duties by the Fire Chief or his/her sworn designee shall be paid a special pay of 5.34% of the base hourly rate of Firefighter Step E for each hour worked. It is the intention to provide all eligible Firefighter Paramedics the same dollar value in this special pay.

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

4. Firefighter Tiller Certification - Firefighters that obtain and maintain the certifications and qualifications as outlined in (a) through (c) below shall receive a special pay of 1.78% of the bi-weekly base rate of Firefighter Step E. It is the intention to provide all eligible Firefighters the same dollar value in this special pay.
 - a. Tiller Certification - Obtain and maintain Huntington Beach Tiller Certification.
 - b. Class B Driver License - Obtain and maintain a minimum of a valid California Class B Firefighter Restrictive License.
 - c. Light Air Unit - Ability to drive and operate, the Light Air Unit as required, and identified in Exhibit D.
5. Bilingual Skill Pay - Employees who are qualified may be called upon to use Spanish, Vietnamese, or Sign Language skills shall be paid an additional five percent (5%) of their base rate of pay in addition to their regular bi-weekly salary. Additional languages may be approved at the discretion of the Fire Chief.

Employees may accept assignments utilizing bilingual skills in other languages on a short-term assignment with approval by the City Administrator. Such employees shall receive the additional five percent (5%) of their base rate of pay for the pay period that the assignment is in effect.

In order to be qualified and certified for said compensation, employee's language proficiency will be tested and certified by the Human Resources Manager or designee. Basic conversational proficiency will be evaluated based on response to a scenario driven oral evaluation. Human Resources will notify candidates of the results of the oral evaluation. If the candidate's attempt is unsuccessful, he/she may repeat the process in six (6) months time from the date of the previous exam. Bilingual skill pay shall begin the first day of the pay period following certification.

Employees certified and receiving bilingual skill pay for American Sign Language shall be required to re-certify bilingual skills with the Human Resources Manager or designee every five (5) years.

6. Fire Protection Specialist - Level I Investigator Certification-Must meet the requirements of NFPA 1033 Professional Qualifications for Fire Investigator I, or successful completion of the California State Board of Fire Services Fire Investigator I courses, including Investigation IA, IB, and PC 832. These requirements must be met within one year (1) year of appointment as a Fire Protection Specialist.
7. Level II Investigator - The Level II Investigator salary rate will be adjusted 11% resulting in the following assigned salary adjustment:

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- a. Fire Protection Specialists assigned to a 56-hour suppression work schedule, regardless of the suppression rank, while on duty and temporarily reassigned to Level I responsibilities will be compensated at the Fire Protection Specialist 56-hour salary rate, for each hour temporarily assigned.
- b. Fire Personnel assigned to a 40-hour non-suppression work schedule, while on duty and temporarily reassigned as a Level II Investigator, will be compensated 22 ranges above a Fire Protection Specialist for each hour temporarily assigned.
- c. Fire Suppression personnel, off duty and temporarily assigned as Level II Investigator, will be compensated 22 ranges above Fire Protection Specialist rate at time and one-half.
- d. Fire Suppression personnel, while on duty and temporarily reassigned to Level II Investigator, will be compensated 22 ranges above the Fire Protection Specialist rate at a 56-hour salary rate for each hour temporarily assigned.

8. Urban Search and Rescue (USAR) Team Assignment Pay

- a. Employees certified and assigned to a Type 3 (Light Duty) USAR team shall receive special assignment pay of one percent (1%) of their base rate of pay.
- b. Employees certified and assigned to a Type 2 (Medium Duty) USAR team shall receive special assignment pay of three percent (3%) of their base rate of pay.

9. Hazardous Materials (Hazmat) Team Assignment Pay

- a. Employees assigned to the Hazmat team as a Hazmat Technician shall receive special assignment pay of five percent (5%) of their base rate of pay.
- b. Employees assigned to the Hazmat team as a Hazmat Specialist shall receive special assignment pay of seven and one-half percent (7.5%) of their base rate of pay.

10. **Rank Paramedic Assignment Pay** – Employees in the classification of Fire Engineer and Fire Captain who are assigned to perform paramedic duties shall receive special assignment pay of fourteen percent (14%) of their base rate of pay.

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11. Special Certification Pay - Employees who have obtained the following special certifications shall receive special certification pay as follows:

- a. Advanced Paramedic Certification – Each employee who possesses a current certification of (1) Advanced Cardiac Life Support, (2) Pediatric Advanced Life Support or Pediatric Education for Prehospital Personnel and (3) Pre-Hospital Trauma Life Support or Basic Trauma Life Support shall receive special certification pay of one percent (1%) of their base rate of pay.
- b. Chief Officer Certification – Employees in the classifications of Fire Captain and Deputy Fire Marshal who are certified by the California State Fire Marshal's Office as Chief Officer shall receive special certification pay of three percent (3%) of their base rate of pay.
- c. Fire Officer Certification - Employees in the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, Fire Protection Specialist and Fire Development Specialist who are certified by the California State Fire Marshal's Office as Fire Officer shall receive special certification pay of three percent (3%) of their base rate of pay.

All special certification/special assignment/skill pay provided in Article V (E) shall be effective the beginning of the first full pay period following certification. The certification process shall be as follows:

1. Employees shall complete an Official Report including evidence that the employee has completed all required courses necessary to receive the certifications noted above.
2. Upon approval of the Fire Chief, the Official Report shall be submitted to the Education Committee for approval.
3. The effective date of the certification pays as defined above shall begin as defined in Article V.A.1.f.

F. Holiday Pay-In-Lieu - Employees shall be compensated by the City in-lieu of the ten (10) listed holidays at their appropriate assigned work schedule rate, either at a forty-hour (40) or fifty-six hour (56) workweek. Employees assigned to the 40-hour workweek shall be compensated eight (8) hours per holiday. Employees assigned to the 56-hour workweek shall be compensated eleven hours and twelve minutes (11.2) hours per holiday. Personnel who change from a fifty-six (56) hour schedule to a forty (40) hour schedule shall multiply the existing hours by .7143. Personnel who change from a forty (40) hour schedule to a fifty-six (56) hour schedule shall divide their existing hours by .7143. The following are the recognized legal holidays under this MOU:

1. New Year's Day (January 1)

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2. Martin Luther King's Birthday
3. President's Day (third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veterans' Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. Friday after Thanksgiving
10. Christmas Day (December 25)

Any day declared by the President of the United States to be a national holiday, or by the Governor of the State of California to be a State holiday, and adopted as an employee holiday by the City Council of Huntington Beach.

Holidays which fall on Sunday shall be observed the following Monday, and those falling on Saturday shall be observed the preceding Friday.

Employees designated by the Fire Chief who are required to work regular shifts on the above holidays set forth in Section F. of this Article, shall not be entitled to time off or overtime.

G. Longevity Pay - All employees with the following full time, continuous service in the City of Huntington Beach shall receive the following longevity pay:

1. Five (5) years or more, but less than ten (10) years, of service shall receive longevity pay equal to 2.5% of base salary
2. Ten (10) years or more, but less than twenty (20) years, of service shall receive longevity pay equal to 5% of base salary
3. Twenty (20) years or more of service shall receive longevity pay equal to 7.5% of base salary

H. Reportable to PERS - Subject to the Public Employees Retirement law and Regulations, compensation paid as a result of this Article shall be reported to CalPERS as salary.

ARTICLE VI – UNIFORMS, CLOTHING, TOOLS AND EQUIPMENT

- A. Uniforms Provided by City – The City will provide all employees with uniforms as described in the most current Policy C-2. (Uniforms) executed by the City and HBFA.
- B. Uniform Allowance/Fitness – City shall provide each employee who participates in the Fire Department's current physical fitness program, Policy D-9, one hundred fifty dollars (\$150) per fiscal year for the purchase of physical fitness uniforms and physical fitness shoes, payable in the first payroll period of December. New

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employees must actively participate a minimum of 90 days prior to December 1st to be eligible for the December uniform allowance.

C. Uniform Care and Replacement:

1. The City at no cost to the employee, shall replace any uniforms with the exception of the physical fitness uniforms that are destroyed, become unacceptable, or were damaged by circumstances involving the Firefighter's regular work while on duty.
2. The uniforms described in paragraph A of this Article and Policy C-2 (Uniforms) shall be replaced by the City whenever the Fire Chief or his/her sworn designee determines that such replacement is necessary.
3. The employee shall be responsible for the preservation and cleaning of all uniforms.
4. All uniforms and equipment furnished by the City, with the exception of T-shirts, shall remain the property of the City and be returned or replaced if the employee terminates.

D. Uniform Policies and Advisory Committee:

1. The present uniform and clothing policies, as delineated in this Article, shall remain in effect until the Fire Chief or his/her sworn designee and the Association mutually agrees on a new uniform system and on the date of implementation. On said implementation date, all safety clothing and uniforms required by the City to be worn by employees during working hours shall meet all applicable State and Federal regulations relating to said clothing and, with the exception of station uniforms, be of a high quality, fire resistant material.
2. A uniform advisory committee composed of two (2) members appointed by the Association and two (2) representatives appointed by the Fire Chief, shall make recommendations on the uniforms to be worn, the method of said uniforms will be provided and obtained and further recommendations on safety clothing and uniforms may be required during the term of this MOU.

- E. Reportable to PERS - The City will report as special compensation, in accordance with Title 2, California Code of Regulations, Section 571(1)(5) to the California Public Employees' Retirement System (CalPERS), for each classification the average annual cost of uniforms provided by the City as well as the physical fitness uniform described in Subsection (B). For employees who are not actively employed for an entire payroll calendar year, a prorated cost of uniforms shall apply. Upon request, the City will inform HBFA of the amounts reported as special compensation under this provision.

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ARTICLE VII – HOURS OF WORK/OVERTIME

A. Work Schedule:

1. All twenty-four (24) hour shift employees shall work an average of fifty-six (56) hours per week pursuant to the current schedule of five (5) twenty-four (24) hour shifts in a fifteen (15) day period with six (6) consecutive days off
2. All twenty-four (24) hour shift employees shall be on a fifteen (15) day work period consistent with the 7(K) exemption set forth in the Fair Labor Standards Act (FLSA).
3. Fire Prevention staff and administrative work schedules are to be forty (40) hours per week on a four (4) day workweek, ten (10) hours per day, twenty eight (28) day 7(K) FLSA work period.

B. Hours of Work - Defined:

1. Hours worked shall be defined as actual time worked, approved vacation, sick leave, compensatory time off, bereavement leave, and industrial injury or illness leave, with the exception of exchange of shift not being included.
2. Exchange of shifts shall occur at 0800 hours each day and comply with Fire Department Rules and Regulations, Policy B-2.
3. Meal periods are paid as hours worked for personnel who are subject to call for emergency duty.
4. The maximum time allowed within the forty (40) hour workweek schedule for physical fitness shall not exceed four (4) hours within any given workweek. All physical fitness activities considered to be work activities shall be conducted on duty at the fire stations or as provided in the current fitness policy D-9. Fitness activities shall be conducted under supervision as appropriate.
5. An employee who is held over beyond the end of his/her regular shift shall be compensated for the actual time he/she is required to remain on duty, computed to nearest quarter (1/4) hour.
6. Exchanges of time shall not be considered when computing hours worked as defined in this Article.
7. An employee shall be considered to be working if he/she is ordered to duty by the Fire Chief or his/her sworn designee.

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C. Level Pay Plan:

1. Twenty-four (24) Hour Shift Personnel – The 15 day FLSA work period shall begin at 8 a.m. on the first shift worked by the A shift following six days off. There shall be 14 FLSA work periods for every fifteen 14 day pay periods. Each employee shall be regularly scheduled to work 1680 hours during each cycle of 14 FLSA work periods (or fifteen pay periods). All hours worked in excess of 110 hours in an FLSA work period shall be compensated at the premium rate (one and one half times the regular rate of pay), so that for every cycle of 14 FLSA work periods, an employee shall receive 140 hours of premium pay for working regularly scheduled hours. All regularly scheduled non "lost time" hours shall be counted as hours worked. Each employee assigned to twenty-four shifts for a full FLSA work period shall receive 102.67 hours of regular pay and 9.33 hours at the overtime rate of pay, as defined in subsection D.1.a. of this Article, in each bi-weekly pay period, which shall compensate the employee for FLSA overtime for regularly scheduled shift work. The intent of this system is that all FLSA overtime hours worked shall be compensated by the first payday following the end of the 15 day FLSA work period. In the event that an employee receives FLSA overtime on a payday before that employee has actually worked FLSA overtime hours, the amount received shall be credited for FLSA purposes toward the next occasion on which the employee works FLSA overtime. If an employee who is paid FLSA overtime in advance of working FLSA hours leaves City employment, there shall be an adjustment in his/her final paycheck to reflect such advance payment.
2. In addition to the overtime pay as provided in subsection 1 above, twenty-four (24) hour shift employees shall receive pay at the overtime rate for hours worked in excess of regularly scheduled hours unless the employee has "lost time" in a regularly scheduled shift. If there is "lost time" in any regularly scheduled shift, the employee shall receive overtime pay for only those overtime hours worked in excess of the number of lost time hours in the bi-weekly pay period.
3. Lost Time Defined – "Lost time" is defined as time when the employee does not work when regularly scheduled to do so and does not receive a leave of absence with pay.
4. Forty (40) Hour Work Week – Personnel who are not assigned to twenty-four hour shifts but are assigned to work forty (40) hours per week shall have a twenty-eight (28) day FLSA work period, which shall correspond to exactly two City pay periods and shall begin at the same time as a City pay period. Forty (40) hour personnel shall continue to receive overtime pay for working hours in excess of their regularly scheduled hours.
5. 4/10 Work Schedule Defined – The 4/10 work schedule shall be defined as working four (4) days at ten (10) hours per day in an FLSA designated work week. The FLSA designated work week shall be defined as Saturday 8:00:00 a.m. to Saturday 7:59:59 a.m. Meal periods are regarded as hours worked for personnel who are subject to call for emergency duty. All employees on the

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4/10 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Administrator, Department Head or designee may require such service from said employees.

D. Overtime/Compensatory Time:

1. Paid Overtime:

- a. All employees covered by this MOU shall be eligible for overtime pay at one and one-half (1 ½) times their regular rate of pay, as defined by the Fair Labor Standards Act (FLSA), for all actual work performed in excess of the employees' scheduled hours in their declared work period.
- b. Any employee who works overtime in a higher classification shall be compensated at the rate of pay consistent with the classification worked. An employee who works overtime in a lower classification shall be compensated at the rate attendant to his/her regular classification.
- c. The City will maintain and adhere to the overtime system as set out in the most current Policy D-3 executed by the parties. The overtime system and/or Policy D-3 may be modified by mutual agreement of the parties at any time during the term of the MOU.

2. Compensatory Time:

- a. Non-Exempt -- All overtime worked by non-exempt employees shall be compensated at the employee's overtime rate of pay and shall not be compensated by compensatory time off.
- b. Staff Personnel -- For all employees in the classifications of Fire Protection Specialist, Fire Development Specialist and Deputy Fire Marshal, in lieu of compensation by cash payment for overtime as provided in this Article, such employees may, at their option and with the approval of the Fire Chief or designee, be compensated by compensatory time off at time and one half for each overtime hour worked.
 - 1) Compensatory time may be accumulated to a maximum of one hundred-twenty (120) hours. Compensatory time may be taken on an hour-for-hour basis - with the approval of the Fire Chief or his/her sworn designee, which permission shall be granted unless granting the request will unduly disrupt the Department, or unless denying the request will violate the FLSA. Upon his/her request, any employee may elect to convert all or a portion of compensatory time to a cash payment at the employee's regular rate of pay. Any such payment shall be made on the next regular payday, following the request, provided the request is made by the end of the previous payroll period.

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- 2) Compensatory time may not be received in lieu of a cash payment for time worked during major emergencies when, in the opinion of the Fire Chief or his/her sworn designee, the City may be eligible for reimbursement from another agency for said cash payment.
 - c. Compensatory Time Paid Off – Immediately prior to the time of any change in the salary schedule, any accumulated time, which has not been used or paid off, shall be eligible to be paid in cash at the regular rate of pay based upon the salary schedule for forty (40) hour per week personnel in effect prior to the change.
 3. Callback – Employees who are ordered to return to duty on other than their regularly scheduled shift shall receive a minimum of two (2) hours compensation at the employee's overtime rate of pay.
 4. Mandatory Standby – Any employee may be placed on "mandatory standby" by the Fire Chief or his/her sworn designee. Employees on mandatory standby must remain available for immediate response during the designated standby period. All personnel placed on mandatory standby shall receive a minimum of two (2) hours compensation for each twelve (12) hours of off duty standby time or fraction thereof.
 5. Electronic Communication Devices – Recognizing that electronic communication devices are part of the Fire Department's business and emergency alerting system, electronic communication devices shall be issued and worn only on a voluntary basis with the exception of members who are placed on mandatory standby who may be required to wear an electronic communication device while on such standby. An employee placed on mandatory standby may voluntarily wear an electronic communication device, and if so, shall receive a minimum of two (2) hours compensation for each twenty-four (24) hours of off duty standby time or fraction thereof. Electronic communications devices, as described above, shall not include cell phones.
- Members assigned to special staff or prevention duties and voluntarily receiving other types of consideration (i.e., twenty-four (24) hour assigned vehicle) may be required to wear pagers and respond while off duty when within pager call range.
6. Required Training Attendance – An employee who is required to attend a class or seminar to maintain his/her current position shall have his/her related expenses paid by the City. When attendance occurs at a time when the employee is not scheduled to work, he/she shall be compensated on an hourly basis.
 7. Cancellation of Overtime – Any employee who is scheduled to work overtime in advance of the time set forth for such scheduling in Huntington Beach Fire Department Organization Manual, Policy D-3 which scheduling is subsequently

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cancelled less than seventy-two (72) hours in advance of the commencement of the scheduled overtime shift, shall receive a minimum of two (2) hours pay at the employee's overtime rate.

8. Court Time:

- a. Employees placed on standby for a court appearance involving City business during other than their scheduled working hours shall receive a minimum of two (2) hours base rate of pay for each morning and/or afternoon session.
- b. Employees appearing in court on City business during other than their scheduled working hours shall receive a minimum of three (3) hours pay at the overtime rate; provided, however, that if such time overlaps with the employee's scheduled working hours, said pay shall be limited to those hours occurring prior to or after the employee's scheduled work time.
- c. Employees shall not receive both standby pay and overtime pay for the same court session. An employee who is on standby and reports to court will be paid in accordance with (b) above.

9. Pay out of Rank - Subject to the approval of the Fire Chief or his/her sworn designee, an employee may voluntarily work in a classification below his/her rank.

E. Jury Duty – Employees who are summoned to perform jury service shall be entitled to their regular compensation while serving; provided the fees, except mileage and subsistence allowance, if any, which they receive as jurors, are remitted to the City.

F. Shift Exchange/Relief:

1. The Fire Department shall allow Association members' exchanges of schedule pursuant to the most current Policy D-7 of the Huntington Beach Fire Department Organization Manual that has been executed by the parties. Policy D-7 (Exchange of Work Schedule) may be modified by mutual agreement of the parties at any time during the term of this MOU.
2. An employee may be relieved by any other employee who is qualified to relieve him/her at any time between the hours of 0600 to 0800. It shall be the responsibility of the employee's supervisor to insure that the relief of all employees is accomplished in a fair and equitable manner. The employee's supervisor may revoke this early relief privilege if abuses occur. It is understood and agreed that such early relief provisions shall not result in any additional cost to the City.

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- G. Assigned Shift Policy – Employees of equal rank shall have the option to change assigned shifts on an employee for employee basis upon written request to and approved by the Fire Chief.
- H. Minimum Staffing and Filling Vacancies:
1. Minimum Staffing Levels – The City shall cause apparatus to be staffed with sufficient employees to assure the safety of employees and the control of risk. For these purposes, the minimum staffing of apparatus shall be as defined by Policy D-14, Minimum Staffing and Filling of Vacancies, a copy of which is attached as Exhibit H and incorporated by reference herein:

ARTICLE VIII – HEALTH AND OTHER INSURANCE BENEFITS

- A. Health Insurance - The City shall continue to make available group health, dental and vision benefits to all HBFA employees.
- B. Eligibility Criteria and Cost:
1. City Paid Health Insurance – Employees and Dependents - An employee, eligible dependents, and qualifying domestic partners per state law, shall become eligible to participate in the City's insurance plan described below effective the first of the month following the employee's date of hire. Any required employee payroll deduction shall begin with the first full pay period following the effective date of coverage and shall continue through the end of the month in which the employee separates.

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2. Employer Contributions to Health and Other Insurance Benefits - The City's maximum monthly employer contributions for health and other insurance premiums is set forth in the charts below.

2008 Health Premiums and Contributions – HBFA
Effective 01/01/08

Plan	Tier	Monthly Premium	ER Monthly Contrib	EE Monthly Contrib	EE Bi-Weekly Contrib
Kaiser	Single	316.16	274.03	42.13	19.44
	Two-Party	692.38	555.51	136.87	63.17
	Family	910.54	720.18	190.36	87.86
Blue Shield HMO	Single	388.83	274.03	114.80	52.98
	Two-Party	847.37	555.51	291.86	134.70
	Family	1,096.88	720.18	376.70	173.86
Blue Shield PPO Consolidated	Single	507.93	373.77	134.16	61.92
	Two-Party	1,073.84	702.25	371.59	171.50
	Family	1,330.81	851.34	479.47	221.29
Blue Shield Spectrum PPO	Single	404.88	373.77	31.11	14.36
	Two-Party	827.69	702.25	125.44	57.90
	Family	1,082.10	851.34	230.76	106.50
Delta Dental PPO	Single	57.86	42.88	14.98	6.91
	Two-Party	108.02	81.82	26.20	12.09
	Family	142.36	116.36	26.00	12.00
Delta Care HMO	Single	24.87	23.00	1.87	0.86
	Two-Party	42.29	39.11	3.18	1.47
	Family	64.67	59.81	4.86	2.24
VSP	Single	22.93	17.58	5.35	2.47
	Two-Party	22.93	17.58	5.35	2.47
	Family	22.93	17.58	5.35	2.47

In no event shall the employee be entitled to the difference between the employer contribution and the premiums for insurance plan(s) selected by the employee.

- C. Future Premiums - The City "caps" its contributions toward monthly group health, dental and vision plan premiums, by category (EE, EE + 1, and EE + 2 or more) and plan, at the year 2008 level.

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Until the City Council approves a successor to this Memorandum of Understanding, the City's 2008 contribution caps will remain in place in 2008 and beyond, even if premium increases result in these additional costs being borne by the employee.

- D. Public Employees' Medical and Hospital Care Act (PEMHCA) OPTION - Notwithstanding the above, the Association has the right to select Public Employees' Medical and Hospital Care Act (PEMHCA) medical insurance coverage under the same terms and conditions as other participating employee associations representing safety employees of the City, provided the City continues to offer PEMHCA insurance to any of its safety employees. The option must be exercised within thirty (30) days after receipt by HBFA of the initial premium rates for the following year, as provided by the City.
- E. Medical Cash-Out - If an employee is covered by a health program outside of a City-provided program (evidence of which must be supplied to the Employee Benefits Division) the employee may elect to discontinue City health insurance coverage and receive ninety-two dollars and thirty-one cents (\$92.31) bi-weekly to deposit into the employee's deferred compensation account or any other pre-tax program offered by the City.
- F. Section 125 Plan - Employees shall be eligible to participate in a City approved Internal Revenue Code Section 125 Flexible Spending Plan under the same terms and conditions as all other eligible City employees. This plan allows employees to use pre-tax salary to pay for regular childcare, adult dependent care and/or non-reimbursable medical expenses.
- G. Life and Accidental Death and Dismemberment:
1. Life - The City shall provide a \$50,000 (fifty thousand dollars) Life Insurance plan for each employee.
 2. Accidental Death and Dismemberment - The City shall provide a fifty thousand dollars (\$50,000) Accidental Death and Dismemberment Insurance plan for each employee.
- H. Long Term Disability - The City shall pay to the Association on behalf of each employee covered by this MOU, on a monthly basis, an amount not to exceed thirty-eight dollars (\$38.00) per member for a Long Term Disability policy. The program shall be subject to the terms and conditions contained in Exhibit E.
- I. Retiree Medical Coverage for Retirees Not Eligible for the City Medical Retiree Subsidy Plan - Employees who retire from the City after January 1, 2004, are granted a retirement allowance by the California Public Employees' Retirement System and are not eligible for the City's Retiree Subsidy Medical Plan, may choose to participate in any health insurance plans available to all active employees in this bargaining unit until the first of the month in which they turn age sixty-five (65).

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The retirees shall pay the full premium for any - health insurance for themselves and/or qualified dependents without any City subsidy.

Employees who retire from the City, receive a retirement allowance from the California Public Employees' Retirement System, are not eligible for the City's Retiree Subsidy Medical Plan and choose not to participate in City medical insurance plans available to eligible retirees in this bargaining unit upon retirement, will permanently lose eligibility for this insurance.

However, if a retiree who is not eligible for the City's Retiree Subsidy Medical Plan chooses not to participate in available medical insurance plans because the retiree has access to other group medical insurance, and subsequently loses eligibility for that group medical insurance, the retiree and their qualified dependents will have access to medical insurance plans available to retirees eligible for reinstatement.

Eligibility for Retiree Medical Coverage terminates the first of the month in which the retiree or qualified dependent turns age sixty-five (65).

- J. Post-65 Supplemental Medicare Coverage - Retirees who are participating in the Retiree Subsidy Medical Plan as of January 1, 2004 and all future retirees who meet the criteria to participate in available medical insurance, with or without the Retiree Medical Subsidy Plan, may participate in available medical insurance plans that are supplemental to Medicare

A retiree or qualified dependent must choose to participate in available medical insurance plans that are supplemental to Medicare beginning the first of the month in which the retiree or qualified dependent turns age sixty-five (65).

The retiree shall pay the full premium to participate in available medical insurance plans that are supplemental to Medicare for themselves or qualified dependents without any City subsidy.

Retirees or qualified dependents, upon turning age 65, who choose not to participate in available medical insurance plans that are supplemental to Medicare permanently lose eligibility for this insurance.

K. Miscellaneous:

1. Nothing in this Article shall be deemed to restrict the City's right to change insurance carriers should circumstances warrant.
2. Nothing in this Article shall be deemed to obligate the City to improve the benefits outlined in this Article.
3. Whenever an eligible employee is absent because of illness or injury, the City shall continue to provide to the employee and his/her dependents, all of the

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insurance benefits set forth in this Article for the duration of any such approved absence not to exceed twenty-four (24) months.

ARTICLE IX – RETIREMENT**A. Benefits:****1. Public Employees' Retirement System:**

- a. The City shall provide all safety employees with that certain retirement program commonly known and described as the "3%" at age 50 plan" which is based on the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Sections 21362.2 of the California Government Code, including the one-half continuance option (Government Code Sections 21624 and 21626) for safety employees and the Fourth Level of the 1959 survivor option for all employees as established by the California Public Employees' Retirement System, Section 21571 of the California Government Code.
- b. If, at any time after the implementation of the 3% at age 50 formula the City is required to make retirement contributions with respect to employees represented by the Association, the amount with respect to which each employee is reimbursed pursuant to Article IX.B.1 shall be reduced by a percentage equal to one-half of the percentage of compensation earnable the City is required to pay in retirement contributions to PERS, not to exceed 2.25%. For example, if the City is required to contribute an amount equal to 2% of each employee's "compensation earnable," the amount of the reimbursement set forth in Article IX.B.1 shall be reduced from 9% of the employee's compensation earnable to 8% of the employee's compensation earnable. If, on the other hand, the City is required to contribute an amount equal to 8% of each employee's "compensation earnable," the amount of the reimbursement set forth in Article IX.B.1 shall be reduced to 6.75% of the employee's compensation earnable.
- c. The City shall contract with PERS to have retirement benefits calculated based upon the employee's highest one year's compensation, pursuant to the provisions of Section 20042 (highest single year).
- d. The obligations of the City and the retirement rights of employees as provided in this Article shall survive the term of this MOU
- e. The City shall amend its contract with PERS to include the Pre-Retirement Optional Settlement 2 Death Benefit as set forth in California Government Code Section 21548 for all safety employees represented by the Association within the term of this agreement.

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2. Self-Funded Supplemental Retirement Benefit:

- a. In the event a member elects Option #2 (Government Code Section 21456) or Option #3 (Government Code Section 21457) of the Public Employees' Retirement Law, the City shall pay the difference between such elected option and the unmodified allowance which the member would have received for his/her life alone. This payment shall be made only to the member, shall be payable by the City during the life of the member, and upon that member's death, the City's obligation shall cease. The method of funding this benefit shall be the sole discretion of the City. This benefit is vested for employees covered by this MOU. (Note: The options provide that the allowance is payable to the member until his/her death, and then either the entire allowance (Option #2) or one-half (1/2) of the allowance (Option #3) is paid to the beneficiary for life.) Nothing in this Article shall be deemed to restrict the City's right to contract with PERS for the benefits provided under this Article.
- b. Employees hired on or after October 4, 1999, shall not be eligible for the "Supplemental Retirement Benefit" referenced in Article IX.A.2 above.

3. Medical Insurance for Retirees:

- a. Upon retirement, whether service or disability, each employee shall have the following options in regards to medical insurance under available plans:
 - 1) With no change in benefits, retirees can stay in any of the plans offered by the City, to active members in this bargaining unit, at the retiree's own expense, for the maximum time period required by Federal Law (COBRA), or
 - 2) Early retirees (under age 65) may participate in the available health plans currently being offered to active employees.
 - 3) Retirees over age 65 may participate in the Post-65 Supplemental Medicare Coverage described in Article VIII.I.
- b. Retired employees exercising either of the options in Article IX.A.3.a may cause any premiums not paid by the City to be paid out of funds due and owed to them for unused sick leave benefits upon retirement, as provided in Article IX.A.3.a. However, whenever a retired employee does not have any such available funds, he/she shall have the opportunity to provide the City with sufficient funds to pay the premiums. At retirement, the sick leave hours remaining may, at the employee's option, be converted to a dollar figure, as provided in Article IX.A.3.a, and an estimate shall be provided by the City to the retired employee as to the approximate number of months the group insurance can be paid by such sick leave dollars. The City shall notify any retired employee whose funds available for unused sick leave benefits

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

are about to be exhausted of such fact, in writing by certified mail, return receipt requested, at the retired employee's most recent address of record with the City no later than three (3) months prior to the date upon which there will not be sufficient funds to pay premiums. It shall be the individual retiree's responsibility either to insure that there are sufficient sick leave dollars available to pay premiums or to make premium payments at least one (1) month in advance, to continue the group insurance in effect. If following exhaustion of sick leave funds a retired employee fails to provide the City with sufficient additional funds to pay premiums, the City shall have the right to notify said retired employee in the manner prescribed above that it intends to cause his/her coverage to be terminated for non-payment of premiums, and the further right to terminate such coverage, if such default has not been cured within thirty (30) days following receipt of such notice. Any retired employee electing to obtain such medical coverage after retirement shall have no further option to terminate such coverage following the provision of thirty (30) days written notice to the City, whereupon any funds due and owed to him/her for unused sick leave benefits that have not been exhausted to pay these health insurance premiums shall be paid in a lump sum to the retired employee within thirty (30) days following receipt by the City of such notice. Once a retired employee elects to terminate such coverage, he/she shall be precluded from securing it at a later date at the group rate.

B. Public Employees' Retirement System Reimbursement and Reporting:

1. Employee's Contribution – Subject to the limitations contained in Article IX A 1.b each safety employee covered by this MOU shall continue to be reimbursed nine percent (9%) of the employee's reportable compensation as the City's payment toward the employee's contribution to the Public Employees' Retirement System (PERS).

The above PERS pickup is not base salary but is done pursuant to Section 414(h)(2) of the Internal Revenue Code. The above pickup shall be credited to the employee's account with PERS.

Should any ruling by either PERS or other State or Federal agency nullify the benefit authorized above, the City and the Association agree to reopen negotiations regarding wages and salaries.

2. Reporting of Base Salary – Provisions of the Level Pay plan, Article VII.C, shall be used for purposes of reporting the bi-weekly pay of twenty-four (24) hour shift employees to the Public Employees' Retirement System (PERS).

- C. Reinstatement Privileges for Disability Retirees – If a retiree seeks to cause PERS to revoke his/her disability retirement on the grounds that he/she is no longer incapacitated from performing the duties of the position held at the time of retirement, the City will not certify that he/she is no longer incapacitated from performing those

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

duties until the employee passes the Departmental physical agility test. If PERS revokes his/her disability retirement, the City shall immediately reinstate the employee at his/her former position and pay step.

ARTICLE X – LEAVE BENEFITS

A. Leave with Pay:

1. Vacation – The purpose of annual vacation is to provide a rest period, which will enable each employee to return to work physically and mentally refreshed. All employees shall be entitled to annual vacation, with pay, in accordance with this Article.
 - a. Accrual – Employees shall accrue annual vacations at their appropriate assigned work schedule rate, either forty hour (40) or fifty-six hour (56) workweek. Paychecks will identify the accrued vacation (Accrued) and accrual rate (Constant) based on their actual work schedule, either a forty (40) hour or fifty-six (56) hour schedule. In the event of a change in work schedules, personnel will have their accrued vacation (Accrued) and accrual rate (Constant) changed to the new schedule using the conversion factor .7143 ($40 \div 56$). Personnel who change from a fifty-six (56) hour schedule to a forty (40) hour schedule shall multiply the existing hours by .7143, (see Exhibit G). Personnel who change from a forty (40) hour schedule to a fifty-six (56) hour schedule shall divide their existing hours by .7143. Personnel shall accrue annual vacations at the following rates¹:

For the first four (4) years of continuous service vacation time shall be accrued at the rate of one hundred and twelve (112) hours per year for forty (40) hour per week employees, and one hundred and fifty-seven (157) hours per year for fifty-six (56) hour per week employees.

After four (4) years of continuous service to the completion of nine (9) years of continuous service, vacation time shall be accrued at the rate of one hundred thirty-six (136) hours per year for forty (40) hour per week employees, and one hundred and ninety (190) hours per year for fifty-six (56) hour per week employees.

After nine (9) years of continuous service to the completion of fourteen (14) years of continuous service, vacation time shall be accrued at the rate of one hundred sixty (160) hours per year for forty (40) hour per week employees, and two hundred and twenty-four (224) hours per year for fifty-six (56) hour per week employees.

After fourteen (14) years of continuous service vacation, time shall be accrued at the rate of one hundred ninety-two (192) hours per year for forty

¹ For a detailed explanation regarding conversion refer to Exhibit F

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

hour (40) per week employees, and two hundred sixty-nine (269) hours per year for fifty-six hour (56) per week employees.

Vacation allowance shall not be accumulated in excess of three hundred forty-two (342) hours for forty (40) hour per week employees, and four hundred and eighty (480) hours per year for fifty-six (56) hour per week employees.

- b. Eligibility and Permission – No vacation may be taken until the completion of six (6) months of employment. No employee shall be permitted to take vacation in excess of actual time earned and no employee shall take vacation that is being accrued while the employee is on vacation. Vacations shall be taken only with permission of the Fire Chief or his/her sworn designee, who shall schedule all vacations with due consideration for the request of the employee and particular regard for the need of the Department.

The Fire Department operates on a three-shift basis, with personnel being assigned to the "A, B or C" Shift for work scheduling purposes. On each such shift, there shall be four (4) available vacation absences (referred to as "vacation slots"). That is, at any one time, there may be four (4) persons absent from duty on each such shift due to vacation. These slots shall be made available by rank, one (1) to Firefighters, one (1) to Fire Engineers, one (1) to Firefighter Paramedics; and one (1) to Captains. Thereafter, each additional employee shall be entitled to receive time off for requested vacation leave, so long as a qualified replacement is available to serve in his/her absence.

- c. Conversion to Cash – On two (2) occasions during each fiscal year each employee shall have the option to convert into a cash payment up to a total of eighty (80) hours, at the forty (40) hour rate, or one hundred twelve (112) at the fifty-six (56) hour rate, of earned vacation benefits during any one (1) fiscal year. The employee shall give two (2) weeks advanced notice of his/her desire to exercise such option. Vacation accumulated in excess of three hundred-forty-two (342) hours at the forty (40) hour rate shall be paid in cash at the straight time forty (40) hour rate, or four hundred and eighty (480) hours at the fifty-six (56) hour rate shall be paid in cash at the straight time fifty-six (56) hour rate on the first payday following such accumulation.
- d. Pay-Off at Termination – Except as provided in Section A.1.c. of this Article, no employee shall be paid for unused vacation other than upon termination of employment. Any vacation pay off at termination shall be at the regular rate of pay and the accrual rate the employee is earning at the time of separation.

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

2. Sick Leave:

a. Accrual – The conversion factor for sick leave accrual shall be in accordance with Rule 18-9 of the City's Personnel Rules. Employees covered by this MOU shall accrue sick leave at the rate of 3.6923 hours per pay period for 40-hour week employees, and 5.1691 for fifty-six hour (56) week employees. Paychecks will identify the accrued sick leave (Accrued) and accrual rate (Constant) based on their actual work schedule, either a forty (40) hour or fifty-six (56) hour schedule. In the event of a change in work schedules, personnel will have their accrued sick leave (Accrued) and accrual rate (Constant) changed to the new schedule using the conversion factor .7143. Personnel who change from a fifty-six hour (56) schedule to a forty (40) hour schedule shall multiply their accrual rate by .7143, (see Exhibit G). Personnel who change from a forty (40) hour schedule to a fifty-six (56) hour schedule shall divide their accrual rate by .7143.

b. Pay-Off at Termination – Upon termination for reasons other than for industrial disability retirement, employees shall have their accrued sick leave paid at the regular rate of pay and the accrual rate the employee is earning at the time of separation. Sick Leave shall be paid (or have paid on their behalf as provided in Article IX.A.3.b) for twenty-five percent (25%) of unused, earned sick leave from four hundred-eighty (480) through seven hundred-twenty (720) hours, and for fifty percent (50%) of all unused, earned sick leave for hours in excess of seven hundred-twenty (720) hours.

Upon termination for industrial disability retirement, all employees shall have their accrued sick leave paid (or have paid on their behalf as provided in Article IX.A.3.b) at the regular rate of pay and the accrual rate at the time of separation for twenty-five percent (25%) of unused, earned sick leave from zero (0) through four hundred-eighty (480) hours, and for fifty percent (50%) of all unused, earned sick leave in excess of four hundred-eighty (480) hours.

c. Utilization in Conjunction with Industrial Disability Leave – Sick leave cannot be used to extend absences due to work related (industrial) injuries or illnesses.

3. Leave Benefit Entitlements - As required by law, employees will be allowed to use up to one-half of their annual Sick Leave accrual for family sick leave, pursuant to the provisions of California Labor Code Section 233.

The City shall comply with all state and federal leave benefit entitlement laws and regulations.

An eligible employee on an approved leave may be allowed to use earned Sick Leave, Vacation and/or Compensatory Time Off

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

4. Bereavement - Employees shall be entitled to bereavement leave not to exceed two (2) work shifts for those employees on the twenty-four (24) hour work schedule, or three (3) work shifts for all other employees in each instance of death in the immediate family. Immediate family is defined as father, mother, sister, brother, spouse, children, grandfather, grandmother, step-father, step-mother, step-grandfather, step-grandmother, grandchildren, stepsisters, step-brothers, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-children, or wards of which the employee is the legal guardian.
5. Association Business - During the term of this MOU, authorized representatives of the Association shall be entitled to receive up to a total of four hundred (400) collective hours without any loss of compensation per contract year to be utilized for lawful Association activities. In addition, up to one hundred-fifty (150) unused hours may be carried forward to the next contract year.

ARTICLE XI – CITY RULES

- A. Personnel Rules - All MOU provisions that supersede the City's Personnel Rules shall automatically be incorporated in the City's Personnel Rules.
- B. Precedence of Agreement - In any case in which any provision of this Memorandum of Understanding is inconsistent with any City ordinance, rule, regulation, resolution, including provisions of any Fire Department Manual, the provisions of this MOU shall supersede and take precedence.
- C. Layoff Rules - The procedure and practice regarding layoffs as contained in the City's Personnel Rules in effect on July 1, 1980 shall remain in full force and effect during the entire term of this MOU.
- D. Employee Employer Relations Resolution (EERR) - During the term of the agreement, the City and Association shall meet and confer to update the EERR to reflect current state law.

ARTICLE XII - MISCELLANEOUS

- A. Fire Department Promotional Exams – Policy D-10 - Promotional and open competitive examinations shall be held in accordance with the most current Policy D-10 of the Huntington Beach Fire Department Organization Manual executed by the parties. Policy D-10 may be modified by mutual agreement of the parties at any time during the term of this MOU.
- B. Living Quarters - The City shall provide necessary kitchen, living and sleeping quarters in all fire stations and shall continue to provide facilities for Association meetings.

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

C. Paychecks:

1. Bi-Weekly Pay – Salary shall be paid on a bi-weekly basis. By mutual consent of the City and the Association, early payment and other modifications may be made.
2. Paycheck Stub A bi-weekly paycheck stub or memorandum accompanying the paycheck shall contain an itemization of amounts paid under various categories of pay, including educational incentive pay, holiday pay, and all overtime, and shall also include an itemization of the nature and the purpose of each deduction withheld from the employee's gross earnings.
3. Direct Deposit – Employees hired on or after the date this MOU is approved by the City Council shall receive their bi-weekly compensation through the City's direct deposit system. Employees currently participating in the City's direct deposit program must remain in that program.
4. Vacation Payroll Advance – Each employee shall, at his/her option, by written notice to the City's Human Resources Manager, be given at least two (2) weeks prior to the commencement of said employee's scheduled vacation, be entitled to receive his/her earned vacation pay, less deductions in advance of said vacation. Said right to receive advance payment of earned vacation pay shall be limited to one such advancement during each calendar year.

- D. Class "B" Driver License – Employees required by the City to obtain a State of California Class "B" or Class "B" Firefighter Restrictive Driver License will be reimbursed for fees paid to the California Department of Motor Vehicles to obtain the Class "B" Firefighter Restrictive Driver License.

All employees in the classification of Fire Engineer shall be required to possess a current California Class B or California Class B Firefighter Restricted driver's license. All other bargaining unit employees shall be required to obtain the following:

All employees hired after the date this MOU is approved by the City Council must acquire a California Class B or California Class B Firefighter Restricted driver's license prior to completing their probationary period.

All current employees assigned to the USAR team who possess a California Class B or California Class B Firefighter Restricted driver's license as of the program's implementation date shall be required to maintain their license. All current employees assigned to the USAR team prior to the program's implementation date are not required to obtain a California Class B or California Class B Firefighter Restricted driver's license. All current employees assigned to the USAR team after the program's implementation shall obtain and maintain a California Class B or California Class B Firefighter Restricted driver's license within one (1) year of their assignment.

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

All current employees assigned to the Hazardous Materials team who possess a California Class B or California Class B Firefighter Restricted driver's license shall maintain their license. All current employees assigned to the Hazardous Materials team prior to the date this MOU is approved by the City Council are not required to obtain a California Class B or California Class B Firefighter Restricted driver's license. All current employees assigned to the Hazardous Materials team after the date this MOU is approved by the City Council shall obtain and maintain a California Class B or California Class B Firefighter Restricted driver's license within one (1) year of their assignment.

- E. Deferred Compensation Loan Program – Employees may utilize the Deferred Compensation Loan Program, under which employees may borrow up to fifty percent (50%) of their deferred compensation funds for critical needs such as medical costs, college tuition, or purchase of a home. The value of any unused earned leave benefits may be transferred to deferred compensation in connection with separation but the employee must request the transfer no later than the pay period prior to the employee's last day of employment.

ARTICLE XIII – MANAGEMENT RIGHTS

Except as expressly abridged or modified herein, the City retains all rights, powers, and authority with respect to the management and direction of the performance of fire services and the work forces performing such services. Such rights include, but are not limited to, determination of the merits, necessity, level or organization of fire services, the necessity for overtime, number and location of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including work and safety rules and regulations, in order to maintain the efficiency and economy desirable for the performance of City services.

ARTICLE XIV – TERM OF MOU

This Memorandum of Understanding shall be in effect commencing on September 25, 2007 and ending at midnight on June 24, 2011. This MOU constitutes the entire agreement of the parties as to the changes in wages, hours, and other terms and conditions of employment of employees covered hereunder for the term hereof.

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

ARTICLE XV - CITY COUNCIL APPROVAL

It is the understanding of the City and the Association that this Memorandum of Understanding is of no force or effect whatsoever unless and until ratified by the membership of HBFA and adopted by Resolution of the City Council of the City of Huntington Beach.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2008.

**CITY OF HUNTINGTON BEACH
A Municipal Corporation**

**HUNTINGTON BEACH
FIREFIGHTERS' ASSOCIATION.**

By: _____
Paul Emery
Interim City Administrator

By: _____
Donald Boland
HBFA President

By: _____
Michele Carr
Director of Human Resources

By: _____
Tom Faye
HBFA Negotiation Team Leader

By: _____
Duane Olson
Fire Chief

By: _____
Bob Hall
Deputy City Administrator

By: *Renée Mayne*
Renée Mayne
Chief Negotiator

By: _____
Stephen H. Silver
Chief Negotiator

APPROVED AS TO FORM

COUNTERPART

By: _____
Jennifer McGrath
City Attorney

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HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

ARTICLE XV - CITY COUNCIL APPROVAL

It is the understanding of the City and the Association that this Memorandum of Understanding is of no force or effect whatsoever unless and until ratified by the membership of HBFA and adopted by Resolution of the City Council of the City of Huntington Beach.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2008.

CITY OF HUNTINGTON BEACH A Municipal Corporation

By: _____

Paul Emery
Interim City Administrator

By: _____

Michele Carr
Director of Human Resources

By: _____

Duane Olson
Fire Chief

By: _____

Bob Hall
Deputy City Administrator

By: _____

Renée Mayne
Chief Negotiator

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION.

By: _____

Donald Boland
HBFA President

By: _____

Tom Faye
HBFA Negotiation Team Leader

By: _____

Stephen H. Silver
Chief Negotiator

APPROVED AS TO FORM

By: _____ 2/12/08

for Jennifer McGrath
City Attorney

COUNTERPART

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**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT A – EMPLOYER-EMPLOYEE RELATIONS RESOLUTION**

7.3 Human Resources Officer Motion of Unit Modification – The Human Resources Officer may propose, during the same period for filing a Petition for Decertification, that an established unit be modified in accordance with the following procedure:

a. The Human Resources Officer shall give written notice of the proposed unit modification to all employee organizations that may be affected by the proposed change. Said written notification shall contain the Human Resources Officer's rationale for the proposed change including all information which justifies the change pursuant to the criteria established in Section 6-5 for Appropriateness of Units. Additionally, the Human Resources Officer shall provide all affected employee organizations with all correspondence, memoranda, and other documents, which relate to any input regarding the unit modification which may have been received by the City or from affected employees and/or sent by the City to affected employees;

b. Following receipt of the Human Resources Officer's proposal for unit modification, any affected employee organization shall be afforded not less than thirty (30) days to receive input from its members regarding the proposed change and to formulate a written and/or oral response to the motion for unit modification to the Personnel Commission;

c. The Personnel Commission shall conduct a noticed Public Hearing regarding the motion for unit modification at which time all affected employee organizations and other interested parties shall be heard. The Personnel Commission shall make a determination regarding the proposed unit modification which determination may include a granting of the motion, a denying of the motion, or other appropriate orders relating to the appropriate creation of bargaining units. Following the Personnel Commission's determination of the composition of the appropriate unit or units, it shall give written notice of such determination to all affected employee organizations;

d. Any party who chooses to appeal from the decision of the Personnel Commission is entitled to appeal in accordance with the provision of Section 14-4 of Resolution Number 3335.

**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT B – SALARY SCHEDULE**

2.5% EFFECTIVE SEPTEMBER 22, 2007

FIRE CAPTAIN AND DEPUTY FIRE MARSHAL 4.5% EFFECTIVE SEPTEMBER 22, 2007

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$26.93	\$28.41	\$29.97	\$31.62	\$33.36
0160	Fire Engineer	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0226	Firefighter Paramedic	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0227	Fire Protection Specialist	544	\$32.88	\$34.69	\$36.60	\$38.61	\$40.73
0512	Fire Development Specialist	559	\$35.43	\$37.38	\$39.44	\$41.61	\$43.90
0101	Fire Captain	563	\$36.15	\$38.14	\$40.24	\$42.45	\$44.78
0100	Deputy Fire Marshal	585	\$40.34	\$42.56	\$44.90	\$47.37	\$49.98

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$2,154.72	\$2,272.80	\$2,397.80	\$2,529.68	\$2,668.82
0160	Fire Engineer	535	\$2,514.95	\$2,653.27	\$2,799.20	\$2,953.16	\$3,115.58
0226	Firefighter Paramedic	535	\$2,514.95	\$2,653.27	\$2,799.20	\$2,953.16	\$3,115.58
0227	Fire Protection Specialist	544	\$2,630.69	\$2,775.38	\$2,928.02	\$3,089.06	\$3,258.40
0512	Fire Development Specialist	559	\$2,834.40	\$2,990.29	\$3,155.20	\$3,328.74	\$3,511.82
0101	Fire Captain	563	\$2,891.90	\$3,050.96	\$3,219.20	\$3,396.26	\$3,582.40
0100	Deputy Fire Marshal	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$4,668.56	\$4,924.40	\$5,195.24	\$5,480.98	\$5,782.43
0160	Fire Engineer	535	\$5,449.06	\$5,748.76	\$6,064.94	\$6,398.51	\$6,750.43
0226	Firefighter Paramedic	535	\$5,449.06	\$5,748.76	\$6,064.94	\$6,398.51	\$6,750.43
0227	Fire Protection Specialist	544	\$5,699.82	\$6,013.31	\$6,344.05	\$6,692.97	\$7,059.87
0512	Fire Development Specialist	559	\$6,141.20	\$6,478.97	\$6,836.27	\$7,212.26	\$7,608.94
0101	Fire Captain	563	\$6,265.79	\$6,610.41	\$6,974.93	\$7,358.55	\$7,761.87
0100	Deputy Fire Marshal	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34

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**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT B – SALARY SCHEDULE**

2.5% EFFECTIVE SEPTEMBER 22, 2007

FIRE CAPTAIN AND DEPUTY FIRE MARSHAL 4.5% EFFECTIVE SEPTEMBER 22, 2007

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$19.24	\$20.29	\$21.41	\$22.59	\$23.83
0160	Fire Engineer	535	\$22.45	\$23.69	\$24.99	\$26.37	\$27.82
0226	Firefighter Paramedic	535	\$22.45	\$23.69	\$24.99	\$26.37	\$27.82
0227	Fire Protection Specialist	544	\$23.49	\$24.78	\$26.14	\$27.58	\$29.09
0512	Fire Development Specialist	559	\$25.31	\$26.70	\$28.17	\$29.72	\$31.36
0101	Fire Captain	563	\$25.82	\$27.24	\$28.74	\$30.32	\$31.99
0100	Deputy Fire Marshal	585	\$28.81	\$30.40	\$32.07	\$33.84	\$35.70

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$2,154.72	\$2,272.80	\$2,397.80	\$2,529.68	\$2,668.82
0160	Fire Engineer	535	\$2,514.95	\$2,653.27	\$2,799.20	\$2,953.16	\$3,115.58
0226	Firefighter Paramedic	535	\$2,514.95	\$2,653.27	\$2,799.20	\$2,953.16	\$3,115.58
0227	Fire Protection Specialist	544	\$2,630.69	\$2,775.38	\$2,928.02	\$3,089.06	\$3,258.40
0512	Fire Development Specialist	559	\$2,834.40	\$2,990.29	\$3,155.20	\$3,328.74	\$3,511.82
0101	Fire Captain	563	\$2,891.90	\$3,050.96	\$3,219.20	\$3,396.26	\$3,582.40
0100	Deputy Fire Marshal	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	504	\$4,668.56	\$4,924.40	\$5,195.24	\$5,480.98	\$5,782.43
0160	Fire Engineer	535	\$5,449.06	\$5,748.76	\$6,064.94	\$6,398.51	\$6,750.43
0226	Firefighter Paramedic	535	\$5,449.06	\$5,748.76	\$6,064.94	\$6,398.51	\$6,750.43
0227	Fire Protection Specialist	544	\$5,699.82	\$6,013.31	\$6,344.05	\$6,692.97	\$7,059.87
0512	Fire Development Specialist	559	\$6,141.20	\$6,478.97	\$6,836.27	\$7,212.26	\$7,608.94
0101	Fire Captain	563	\$6,265.79	\$6,610.41	\$6,974.93	\$7,358.55	\$7,761.87
0100	Deputy Fire Marshal	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

2.5% EFFECTIVE MARCH 22, 2008

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$27.62	\$29.14	\$30.74	\$32.43	\$34.21
0160	Fire Engineer	540	\$32.24	\$34.01	\$35.88	\$37.85	\$39.93
0226	Firefighter Paramedic	540	\$32.24	\$34.01	\$35.88	\$37.85	\$39.93
0227	Fire Protection Specialist	549	\$33.71	\$35.56	\$37.52	\$39.58	\$41.76
0512	Fire Development Specialist	564	\$36.32	\$38.32	\$40.43	\$42.65	\$45.00
0101	Fire Captain	568	\$37.07	\$39.11	\$41.26	\$43.53	\$45.92
0100	Deputy Fire Marshal	590	\$41.36	\$43.63	\$46.03	\$48.56	\$51.23

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$2,209.60	\$2,331.13	\$2,459.34	\$2,594.60	\$2,736.80
0160	Fire Engineer	540	\$2,579.23	\$2,721.09	\$2,870.75	\$3,028.00	\$3,194.54
0226	Firefighter Paramedic	540	\$2,579.23	\$2,721.09	\$2,870.75	\$3,028.00	\$3,194.54
0227	Fire Protection Specialist	549	\$2,696.62	\$2,844.93	\$3,001.40	\$3,166.48	\$3,340.63
0512	Fire Development Specialist	564	\$2,905.60	\$3,065.41	\$3,234.01	\$3,411.88	\$3,600.00
0101	Fire Captain	568	\$2,965.60	\$3,128.71	\$3,300.79	\$3,482.33	\$3,673.86
0100	Deputy Fire Marshal	590	\$3,308.84	\$3,490.40	\$3,682.37	\$3,884.90	\$4,098.57

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$4,787.47	\$5,050.78	\$5,328.57	\$5,621.64	\$5,929.73
0160	Fire Engineer	540	\$5,588.34	\$5,895.69	\$6,219.96	\$6,560.67	\$6,921.50
0226	Firefighter Paramedic	540	\$5,588.34	\$5,895.69	\$6,219.96	\$6,560.67	\$6,921.50
0227	Fire Protection Specialist	549	\$5,842.67	\$6,164.01	\$6,503.04	\$6,860.70	\$7,238.04
0512	Fire Development Specialist	564	\$6,295.47	\$6,641.72	\$7,007.01	\$7,392.40	\$7,800.00
0101	Fire Captain	568	\$6,425.47	\$6,778.87	\$7,151.71	\$7,545.05	\$7,960.03
0100	Deputy Fire Marshal	590	\$7,169.16	\$7,562.53	\$7,978.47	\$8,417.29	\$8,880.24

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HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

2.5% EFFECTIVE MARCH 22, 2008

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$19.73	\$20.81	\$21.96	\$23.17	\$24.44
0160	Fire Engineer	540	\$23.03	\$24.30	\$25.63	\$27.04	\$28.52
0226	Firefighter Paramedic	540	\$23.03	\$24.30	\$25.63	\$27.04	\$28.52
0227	Fire Protection Specialist	549	\$24.08	\$25.40	\$26.80	\$28.27	\$29.83
0512	Fire Development Specialist	564	\$25.94	\$27.37	\$28.88	\$30.46	\$32.14
0101	Fire Captain	568	\$26.48	\$27.93	\$29.47	\$31.09	\$32.80
0100	Deputy Fire Marshal	590	\$29.54	\$31.16	\$32.88	\$34.69	\$36.59

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$2,209.60	\$2,331.13	\$2,459.34	\$2,594.60	\$2,736.80
0160	Fire Engineer	540	\$2,579.23	\$2,721.09	\$2,870.75	\$3,028.00	\$3,194.54
0226	Firefighter Paramedic	540	\$2,579.23	\$2,721.09	\$2,870.75	\$3,028.00	\$3,194.54
0227	Fire Protection Specialist	549	\$2,696.62	\$2,844.93	\$3,001.40	\$3,166.48	\$3,340.63
0512	Fire Development Specialist	564	\$2,905.60	\$3,065.41	\$3,234.01	\$3,411.88	\$3,600.00
0101	Fire Captain	568	\$2,965.60	\$3,128.71	\$3,300.79	\$3,482.33	\$3,673.86
0100	Deputy Fire Marshal	590	\$3,308.84	\$3,490.40	\$3,682.37	\$3,884.90	\$4,098.57

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	509	\$4,787.47	\$5,050.78	\$5,328.57	\$5,621.64	\$5,929.73
0160	Fire Engineer	540	\$5,588.34	\$5,895.69	\$6,219.96	\$6,560.67	\$6,921.50
0226	Firefighter Paramedic	540	\$5,588.34	\$5,895.69	\$6,219.96	\$6,560.67	\$6,921.50
0227	Fire Protection Specialist	549	\$5,842.67	\$6,164.01	\$6,503.04	\$6,860.70	\$7,238.04
0512	Fire Development Specialist	564	\$6,295.47	\$6,641.72	\$7,007.01	\$7,392.40	\$7,800.00
0101	Fire Captain	568	\$6,425.47	\$6,778.87	\$7,151.71	\$7,545.05	\$7,960.03
0100	Deputy Fire Marshal	590	\$7,169.16	\$7,562.53	\$7,978.47	\$8,417.29	\$8,880.24

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

3.0% EFFECTIVE SEPTEMBER 20, 2008

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$28.45	\$30.01	\$31.66	\$33.40	\$35.24
0160	Fire Engineer	546	\$33.20	\$35.03	\$36.96	\$38.99	\$41.13
0226	Firefighter Paramedic	546	\$33.20	\$35.03	\$36.96	\$38.99	\$41.13
0227	Fire Protection Specialist	555	\$34.73	\$36.64	\$38.66	\$40.78	\$43.02
0512	Fire Development Specialist	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0101	Fire Captain	574	\$38.18	\$40.28	\$42.50	\$44.84	\$47.31
0100	Deputy Fire Marshal	596	\$42.62	\$44.96	\$47.43	\$50.04	\$52.79

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$2,276.00	\$2,401.18	\$2,532.80	\$2,672.10	\$2,819.07
0160	Fire Engineer	546	\$2,656.00	\$2,802.08	\$2,956.80	\$3,119.42	\$3,290.40
0226	Firefighter Paramedic	546	\$2,656.00	\$2,802.08	\$2,956.80	\$3,119.42	\$3,290.40
0227	Fire Protection Specialist	555	\$2,778.40	\$2,931.21	\$3,092.43	\$3,262.51	\$3,441.95
0512	Fire Development Specialist	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0101	Fire Captain	574	\$3,054.40	\$3,222.39	\$3,399.62	\$3,587.20	\$3,784.50
0100	Deputy Fire Marshal	596	\$3,409.60	\$3,597.13	\$3,794.40	\$4,003.09	\$4,223.26

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$4,931.33	\$5,202.56	\$5,487.73	\$5,789.56	\$6,107.98
0160	Fire Engineer	546	\$5,754.67	\$6,071.17	\$6,406.40	\$6,758.75	\$7,129.20
0226	Firefighter Paramedic	546	\$5,754.67	\$6,071.17	\$6,406.40	\$6,758.75	\$7,129.20
0227	Fire Protection Specialist	555	\$6,019.87	\$6,350.96	\$6,700.26	\$7,068.78	\$7,457.56
0512	Fire Development Specialist	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0101	Fire Captain	574	\$6,617.87	\$6,981.85	\$7,365.85	\$7,772.27	\$8,199.74
0100	Deputy Fire Marshal	596	\$7,387.47	\$7,793.78	\$8,221.20	\$8,673.37	\$9,150.40

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

3.0% EFFECTIVE SEPTEMBER 20, 2008

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$20.32	\$21.44	\$22.61	\$23.86	\$25.17
0160	Fire Engineer	546	\$23.71	\$25.02	\$26.40	\$27.85	\$29.38
0226	Firefighter Paramedic	546	\$23.71	\$25.02	\$26.40	\$27.85	\$29.38
0227	Fire Protection Specialist	555	\$24.81	\$26.17	\$27.61	\$29.13	\$30.73
0512	Fire Development Specialist	570	\$26.74	\$28.21	\$29.76	\$31.40	\$33.13
0101	Fire Captain	574	\$27.27	\$28.77	\$30.35	\$32.03	\$33.79
0100	Deputy Fire Marshal	596	\$30.44	\$32.12	\$33.88	\$35.74	\$37.71

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$2,276.00	\$2,401.18	\$2,532.80	\$2,672.10	\$2,819.07
0160	Fire Engineer	546	\$2,656.00	\$2,802.08	\$2,956.80	\$3,119.42	\$3,290.40
0226	Firefighter Paramedic	546	\$2,656.00	\$2,802.08	\$2,956.80	\$3,119.42	\$3,290.40
0227	Fire Protection Specialist	555	\$2,778.40	\$2,931.21	\$3,092.43	\$3,262.51	\$3,441.95
0512	Fire Development Specialist	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0101	Fire Captain	574	\$3,054.40	\$3,222.39	\$3,399.62	\$3,587.20	\$3,784.50
0100	Deputy Fire Marshal	596	\$3,409.60	\$3,597.13	\$3,794.40	\$4,003.09	\$4,223.26

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	515	\$4,931.33	\$5,202.56	\$5,487.73	\$5,789.56	\$6,107.98
0160	Fire Engineer	546	\$5,754.67	\$6,071.17	\$6,406.40	\$6,758.75	\$7,129.20
0226	Firefighter Paramedic	546	\$5,754.67	\$6,071.17	\$6,406.40	\$6,758.75	\$7,129.20
0227	Fire Protection Specialist	555	\$6,019.87	\$6,350.96	\$6,700.26	\$7,068.78	\$7,457.56
0512	Fire Development Specialist	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0101	Fire Captain	574	\$6,617.87	\$6,981.85	\$7,365.85	\$7,772.27	\$8,199.74
0100	Deputy Fire Marshal	596	\$7,387.47	\$7,793.78	\$8,221.20	\$8,673.37	\$9,150.40

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

2.5% EFFECTIVE MARCH 21, 2009

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$29.18	\$30.78	\$32.47	\$34.26	\$36.14
0160	Fire Engineer	551	\$34.05	\$35.92	\$37.90	\$39.98	\$42.18
0226	Firefighter Paramedic	551	\$34.05	\$35.92	\$37.90	\$39.98	\$42.18
0227	Fire Protection Specialist	560	\$35.61	\$37.57	\$39.64	\$41.82	\$44.12
0512	Fire Development Specialist	575	\$38.38	\$40.49	\$42.72	\$45.07	\$47.55
0101	Fire Captain	579	\$39.16	\$41.31	\$43.58	\$45.98	\$48.51
0100	Deputy Fire Marshal	601	\$43.70	\$46.10	\$48.64	\$51.31	\$54.13

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$2,334.01	\$2,462.38	\$2,597.81	\$2,740.69	\$2,891.43
0160	Fire Engineer	551	\$2,723.65	\$2,873.45	\$3,032.00	\$3,198.76	\$3,374.69
0226	Firefighter Paramedic	551	\$2,723.65	\$2,873.45	\$3,032.00	\$3,198.76	\$3,374.69
0227	Fire Protection Specialist	560	\$2,848.57	\$3,005.24	\$3,171.20	\$3,345.62	\$3,529.62
0512	Fire Development Specialist	575	\$3,070.40	\$3,239.27	\$3,417.43	\$3,605.39	\$3,803.69
0101	Fire Captain	579	\$3,132.80	\$3,305.10	\$3,486.40	\$3,678.15	\$3,880.45
0100	Deputy Fire Marshal	601	\$3,495.79	\$3,688.06	\$3,890.90	\$4,104.90	\$4,330.67

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$5,057.03	\$5,335.16	\$5,628.60	\$5,938.17	\$6,264.77
0160	Fire Engineer	551	\$5,901.24	\$6,225.81	\$6,569.33	\$6,930.65	\$7,311.83
0226	Firefighter Paramedic	551	\$5,901.24	\$6,225.81	\$6,569.33	\$6,930.65	\$7,311.83
0227	Fire Protection Specialist	560	\$6,171.91	\$6,511.36	\$6,870.93	\$7,248.83	\$7,647.52
0512	Fire Development Specialist	575	\$6,652.53	\$7,018.42	\$7,404.44	\$7,811.68	\$8,241.32
0101	Fire Captain	579	\$6,787.73	\$7,161.06	\$7,553.87	\$7,969.33	\$8,407.64
0100	Deputy Fire Marshal	601	\$7,574.22	\$7,990.80	\$8,430.29	\$8,893.96	\$9,383.13

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

2.5% EFFECTIVE MARCH 21, 2009

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$20.84	\$21.99	\$23.19	\$24.47	\$25.82
0160	Fire Engineer	551	\$24.32	\$25.66	\$27.07	\$28.56	\$30.13
0226	Firefighter Paramedic	551	\$24.32	\$25.66	\$27.07	\$28.56	\$30.13
0227	Fire Protection Specialist	560	\$25.43	\$26.83	\$28.31	\$29.87	\$31.51
0512	Fire Development Specialist	575	\$27.41	\$28.92	\$30.51	\$32.19	\$33.96
0101	Fire Captain	579	\$27.97	\$29.51	\$31.13	\$32.84	\$34.65
0100	Deputy Fire Marshal	601	\$31.21	\$32.93	\$34.74	\$36.65	\$38.67

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$2,334.01	\$2,462.38	\$2,597.81	\$2,740.69	\$2,891.43
0160	Fire Engineer	551	\$2,723.65	\$2,873.45	\$3,032.00	\$3,198.76	\$3,374.69
0226	Firefighter Paramedic	551	\$2,723.65	\$2,873.45	\$3,032.00	\$3,198.76	\$3,374.69
0227	Fire Protection Specialist	560	\$2,848.57	\$3,005.24	\$3,171.20	\$3,345.62	\$3,529.62
0512	Fire Development Specialist	575	\$3,070.40	\$3,239.27	\$3,417.43	\$3,605.39	\$3,803.69
0101	Fire Captain	579	\$3,132.80	\$3,305.10	\$3,486.40	\$3,678.15	\$3,880.45
0100	Deputy Fire Marshal	601	\$3,495.79	\$3,688.06	\$3,890.90	\$4,104.90	\$4,330.67

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	520	\$5,057.03	\$5,335.16	\$5,628.60	\$5,938.17	\$6,264.77
0160	Fire Engineer	551	\$5,901.24	\$6,225.81	\$6,569.33	\$6,930.65	\$7,311.83
0226	Firefighter Paramedic	551	\$5,901.24	\$6,225.81	\$6,569.33	\$6,930.65	\$7,311.83
0227	Fire Protection Specialist	560	\$6,171.91	\$6,511.36	\$6,870.93	\$7,248.83	\$7,647.52
0512	Fire Development Specialist	575	\$6,652.53	\$7,018.42	\$7,404.44	\$7,811.68	\$8,241.32
0101	Fire Captain	579	\$6,787.73	\$7,161.06	\$7,553.87	\$7,969.33	\$8,407.64
0100	Deputy Fire Marshal	601	\$7,574.22	\$7,990.80	\$8,430.29	\$8,893.96	\$9,383.13

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

3.0% EFFECTIVE SEPTEMBER 19, 2009

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$30.06	\$31.71	\$33.45	\$35.29	\$37.23
0160	Fire Engineer	557	\$35.07	\$37.00	\$39.04	\$41.19	\$43.46
0226	Firefighter Paramedic	557	\$35.07	\$37.00	\$39.04	\$41.19	\$43.46
0227	Fire Protection Specialist	566	\$36.69	\$38.71	\$40.84	\$43.09	\$45.46
0512	Fire Development Specialist	581	\$39.55	\$41.73	\$44.02	\$46.44	\$48.99
0101	Fire Captain	585	\$40.34	\$42.56	\$44.90	\$47.37	\$49.98
0100	Deputy Fire Marshal	607	\$45.01	\$47.49	\$50.10	\$52.86	\$55.77

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$2,404.76	\$2,537.03	\$2,676.00	\$2,823.18	\$2,978.45
0160	Fire Engineer	557	\$2,805.60	\$2,959.91	\$3,123.20	\$3,294.98	\$3,476.80
0226	Firefighter Paramedic	557	\$2,805.60	\$2,959.91	\$3,123.20	\$3,294.98	\$3,476.80
0227	Fire Protection Specialist	566	\$2,935.40	\$3,096.85	\$3,267.18	\$3,446.87	\$3,636.45
0512	Fire Development Specialist	581	\$3,164.21	\$3,338.24	\$3,521.84	\$3,715.54	\$3,919.20
0101	Fire Captain	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00
0100	Deputy Fire Marshal	607	\$3,600.80	\$3,798.84	\$4,007.78	\$4,228.80	\$4,461.38

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$5,210.32	\$5,496.89	\$5,798.00	\$6,116.89	\$6,453.32
0160	Fire Engineer	557	\$6,078.80	\$6,413.13	\$6,766.93	\$7,139.11	\$7,533.07
0226	Firefighter Paramedic	557	\$6,078.80	\$6,413.13	\$6,766.93	\$7,139.11	\$7,533.07
0227	Fire Protection Specialist	566	\$6,360.04	\$6,709.84	\$7,078.89	\$7,468.22	\$7,878.98
0512	Fire Development Specialist	581	\$6,855.78	\$7,232.85	\$7,630.65	\$8,050.34	\$8,491.60
0101	Fire Captain	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34
0100	Deputy Fire Marshal	607	\$7,801.73	\$8,230.83	\$8,683.52	\$9,162.40	\$9,666.33

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

3.0% EFFECTIVE SEPTEMBER 19, 2009

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$21.47	\$22.65	\$23.89	\$25.21	\$26.59
0160	Fire Engineer	557	\$25.05	\$26.43	\$27.89	\$29.42	\$31.04
0226	Firefighter Paramedic	557	\$25.05	\$26.43	\$27.89	\$29.42	\$31.04
0227	Fire Protection Specialist	566	\$26.21	\$27.65	\$29.17	\$30.78	\$32.47
0512	Fire Development Specialist	581	\$28.25	\$29.81	\$31.45	\$33.17	\$34.99
0101	Fire Captain	585	\$28.81	\$30.40	\$32.07	\$33.84	\$35.70
0100	Deputy Fire Marshal	607	\$32.15	\$33.92	\$35.78	\$37.76	\$39.83

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$2,404.76	\$2,537.03	\$2,676.00	\$2,823.18	\$2,978.45
0160	Fire Engineer	557	\$2,805.60	\$2,959.91	\$3,123.20	\$3,294.98	\$3,476.80
0226	Firefighter Paramedic	557	\$2,805.60	\$2,959.91	\$3,123.20	\$3,294.98	\$3,476.80
0227	Fire Protection Specialist	566	\$2,935.40	\$3,096.85	\$3,267.18	\$3,446.87	\$3,636.45
0512	Fire Development Specialist	581	\$3,164.21	\$3,338.24	\$3,521.84	\$3,715.54	\$3,919.20
0101	Fire Captain	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00
0100	Deputy Fire Marshal	607	\$3,600.80	\$3,798.84	\$4,007.78	\$4,228.80	\$4,461.38

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	526	\$5,210.32	\$5,496.89	\$5,798.00	\$6,116.89	\$6,453.32
0160	Fire Engineer	557	\$6,078.80	\$6,413.13	\$6,766.93	\$7,139.11	\$7,533.07
0226	Firefighter Paramedic	557	\$6,078.80	\$6,413.13	\$6,766.93	\$7,139.11	\$7,533.07
0227	Fire Protection Specialist	566	\$6,360.04	\$6,709.84	\$7,078.89	\$7,468.22	\$7,878.98
0512	Fire Development Specialist	581	\$6,855.78	\$7,232.85	\$7,630.65	\$8,050.34	\$8,491.60
0101	Fire Captain	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34
0100	Deputy Fire Marshal	607	\$7,801.73	\$8,230.83	\$8,683.52	\$9,162.40	\$9,666.33

**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT B – SALARY SCHEDULE**

2.0% EFFECTIVE MARCH 20, 2010

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$30.66	\$32.35	\$34.13	\$36.01	\$37.99
0160	Fire Engineer	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0226	Firefighter Paramedic	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0227	Fire Protection Specialist	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0512	Fire Development Specialist	585	\$40.34	\$42.56	\$44.90	\$47.37	\$49.98
0101	Fire Captain	589	\$41.15	\$43.41	\$45.80	\$48.32	\$50.98
0100	Deputy Fire Marshal	611	\$45.92	\$48.45	\$51.11	\$53.92	\$56.89

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$2,452.80	\$2,587.70	\$2,730.03	\$2,880.80	\$3,039.24
0160	Fire Engineer	561	\$2,863.20	\$3,020.68	\$3,186.81	\$3,362.09	\$3,547.00
0226	Firefighter Paramedic	561	\$2,863.20	\$3,020.68	\$3,186.81	\$3,362.09	\$3,547.00
0227	Fire Protection Specialist	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0512	Fire Development Specialist	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00
0101	Fire Captain	589	\$3,292.38	\$3,472.80	\$3,663.80	\$3,865.31	\$4,078.40
0100	Deputy Fire Marshal	611	\$3,673.60	\$3,875.65	\$4,088.81	\$4,313.69	\$4,550.95

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$5,314.40	\$5,606.69	\$5,915.06	\$6,241.73	\$6,585.03
0160	Fire Engineer	561	\$6,203.60	\$6,544.80	\$6,904.76	\$7,284.52	\$7,685.17
0226	Firefighter Paramedic	561	\$6,203.60	\$6,544.80	\$6,904.76	\$7,284.52	\$7,685.17
0227	Fire Protection Specialist	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0512	Fire Development Specialist	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34
0101	Fire Captain	589	\$7,133.49	\$7,524.40	\$7,938.24	\$8,374.85	\$8,836.53
0100	Deputy Fire Marshal	611	\$7,959.47	\$8,397.24	\$8,859.09	\$9,346.34	\$9,860.38

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

2.0% EFFECTIVE MARCH 20, 2010

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$21.90	\$23.10	\$24.38	\$25.72	\$27.14
0160	Fire Engineer	561	\$25.56	\$26.97	\$28.45	\$30.02	\$31.67
0226	Firefighter Paramedic	561	\$25.56	\$26.97	\$28.45	\$30.02	\$31.67
0227	Fire Protection Specialist	570	\$26.74	\$28.21	\$29.76	\$31.40	\$33.13
0512	Fire Development Specialist	585	\$28.81	\$30.40	\$32.07	\$33.84	\$35.70
0101	Fire Captain	589	\$29.40	\$31.01	\$32.71	\$34.51	\$36.41
0100	Deputy Fire Marshal	611	\$32.80	\$34.60	\$36.51	\$38.52	\$40.63

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$2,452.80	\$2,587.70	\$2,730.03	\$2,880.80	\$3,039.24
0160	Fire Engineer	561	\$2,863.20	\$3,020.68	\$3,186.81	\$3,362.09	\$3,547.00
0226	Firefighter Paramedic	561	\$2,863.20	\$3,020.68	\$3,186.81	\$3,362.09	\$3,547.00
0227	Fire Protection Specialist	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0512	Fire Development Specialist	585	\$3,227.26	\$3,404.76	\$3,592.02	\$3,789.58	\$3,998.00
0101	Fire Captain	589	\$3,292.38	\$3,472.80	\$3,663.80	\$3,865.31	\$4,078.40
0100	Deputy Fire Marshal	611	\$3,673.60	\$3,875.65	\$4,088.81	\$4,313.69	\$4,550.95

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	530	\$5,314.40	\$5,606.69	\$5,915.06	\$6,241.73	\$6,585.03
0160	Fire Engineer	561	\$6,203.60	\$6,544.80	\$6,904.76	\$7,284.52	\$7,685.17
0226	Firefighter Paramedic	561	\$6,203.60	\$6,544.80	\$6,904.76	\$7,284.52	\$7,685.17
0227	Fire Protection Specialist	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0512	Fire Development Specialist	585	\$6,992.39	\$7,376.97	\$7,782.70	\$8,210.75	\$8,662.34
0101	Fire Captain	589	\$7,133.49	\$7,524.40	\$7,938.24	\$8,374.85	\$8,836.53
0100	Deputy Fire Marshal	611	\$7,959.47	\$8,397.24	\$8,859.09	\$9,346.34	\$9,860.38

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

2.0% EFFECTIVE SEPTEMBER 18, 2010

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$31.28	\$33.00	\$34.82	\$36.73	\$38.75
0160	Fire Engineer	565	\$36.51	\$38.52	\$40.64	\$42.87	\$45.23
0226	Firefighter Paramedic	565	\$36.51	\$38.52	\$40.64	\$42.87	\$45.23
0227	Fire Protection Specialist	574	\$38.18	\$40.28	\$42.50	\$44.84	\$47.31
0512	Fire Development Specialist	589	\$41.15	\$43.41	\$45.80	\$48.32	\$50.98
0101	Fire Captain	593	\$41.98	\$44.29	\$46.73	\$49.30	\$52.01
0100	Deputy Fire Marshal	615	\$46.84	\$49.42	\$52.14	\$55.01	\$58.04

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$2,502.44	\$2,640.07	\$2,785.28	\$2,938.47	\$3,100.08
0160	Fire Engineer	565	\$2,920.80	\$3,081.44	\$3,250.92	\$3,429.72	\$3,618.36
0226	Firefighter Paramedic	565	\$2,920.80	\$3,081.44	\$3,250.92	\$3,429.72	\$3,618.36
0227	Fire Protection Specialist	574	\$3,054.40	\$3,222.39	\$3,399.62	\$3,587.20	\$3,784.50
0512	Fire Development Specialist	589	\$3,292.38	\$3,472.80	\$3,663.80	\$3,865.31	\$4,078.40
0101	Fire Captain	593	\$3,358.31	\$3,543.01	\$3,738.40	\$3,944.01	\$4,160.93
0100	Deputy Fire Marshal	615	\$3,747.20	\$3,953.30	\$4,171.20	\$4,400.62	\$4,643.20

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$5,421.95	\$5,720.16	\$6,034.76	\$6,366.68	\$6,716.84
0160	Fire Engineer	565	\$6,328.40	\$6,676.46	\$7,043.67	\$7,431.07	\$7,839.78
0226	Firefighter Paramedic	565	\$6,328.40	\$6,676.46	\$7,043.67	\$7,431.07	\$7,839.78
0227	Fire Protection Specialist	574	\$6,617.87	\$6,981.85	\$7,365.85	\$7,772.27	\$8,199.74
0512	Fire Development Specialist	589	\$7,133.49	\$7,524.40	\$7,938.24	\$8,374.85	\$8,836.53
0101	Fire Captain	593	\$7,276.33	\$7,676.53	\$8,099.87	\$8,545.36	\$9,015.35
0100	Deputy Fire Marshal	615	\$8,118.93	\$8,565.47	\$9,037.60	\$9,534.67	\$10,060.27

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

2.0% EFFECTIVE SEPTEMBER 18, 2010

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$22.34	\$23.57	\$24.87	\$26.24	\$27.68
0160	Fire Engineer	565	\$26.08	\$27.51	\$29.03	\$30.62	\$32.31
0226	Firefighter Paramedic	565	\$26.08	\$27.51	\$29.03	\$30.62	\$32.31
0227	Fire Protection Specialist	574	\$27.27	\$28.77	\$30.35	\$32.03	\$33.79
0512	Fire Development Specialist	589	\$29.40	\$31.01	\$32.71	\$34.51	\$36.41
0101	Fire Captain	593	\$29.98	\$31.63	\$33.38	\$35.21	\$37.15
0100	Deputy Fire Marshal	615	\$33.46	\$35.30	\$37.24	\$39.29	\$41.46

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$2,502.44	\$2,640.07	\$2,785.28	\$2,938.47	\$3,100.08
0160	Fire Engineer	565	\$2,920.80	\$3,081.44	\$3,250.92	\$3,429.72	\$3,618.36
0226	Firefighter Paramedic	565	\$2,920.80	\$3,081.44	\$3,250.92	\$3,429.72	\$3,618.36
0227	Fire Protection Specialist	574	\$3,054.40	\$3,222.39	\$3,399.62	\$3,587.20	\$3,784.50
0512	Fire Development Specialist	589	\$3,292.38	\$3,472.80	\$3,663.80	\$3,865.31	\$4,078.40
0101	Fire Captain	593	\$3,358.31	\$3,543.01	\$3,738.40	\$3,944.01	\$4,160.93
0100	Deputy Fire Marshal	615	\$3,747.20	\$3,953.30	\$4,171.20	\$4,400.62	\$4,643.20

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	534	\$5,421.95	\$5,720.16	\$6,034.76	\$6,366.68	\$6,716.84
0160	Fire Engineer	565	\$6,328.40	\$6,676.46	\$7,043.67	\$7,431.07	\$7,839.78
0226	Firefighter Paramedic	565	\$6,328.40	\$6,676.46	\$7,043.67	\$7,431.07	\$7,839.78
0227	Fire Protection Specialist	574	\$6,617.87	\$6,981.85	\$7,365.85	\$7,772.27	\$8,199.74
0512	Fire Development Specialist	589	\$7,133.49	\$7,524.40	\$7,938.24	\$8,374.85	\$8,836.53
0101	Fire Captain	593	\$7,276.33	\$7,676.53	\$8,099.87	\$8,545.36	\$9,015.35
0100	Deputy Fire Marshal	615	\$8,118.93	\$8,565.47	\$9,037.60	\$9,534.67	\$10,060.27

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

2.5% EFFECTIVE MARCH 19, 2011

40-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$32.08	\$33.84	\$35.70	\$37.66	\$39.73
0160	Fire Engineer	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0226	Firefighter Paramedic	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0227	Fire Protection Specialist	579	\$39.16	\$41.31	\$43.58	\$45.98	\$48.51
0512	Fire Development Specialist	594	\$42.20	\$44.52	\$46.97	\$49.55	\$52.27
0101	Fire Captain	598	\$43.04	\$45.41	\$47.91	\$50.54	\$53.32
0100	Deputy Fire Marshal	620	\$48.03	\$50.67	\$53.46	\$56.40	\$59.50

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$2,566.40	\$2,707.55	\$2,856.00	\$3,013.08	\$3,178.80
0160	Fire Engineer	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0226	Firefighter Paramedic	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0227	Fire Protection Specialist	579	\$3,132.80	\$3,305.10	\$3,486.40	\$3,678.15	\$3,880.45
0512	Fire Development Specialist	594	\$3,376.00	\$3,561.68	\$3,757.57	\$3,964.24	\$4,181.60
0101	Fire Captain	598	\$3,443.20	\$3,632.58	\$3,832.80	\$4,043.20	\$4,265.58
0100	Deputy Fire Marshal	620	\$3,842.40	\$4,053.73	\$4,276.69	\$4,511.91	\$4,760.06

40-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$5,560.53	\$5,866.36	\$6,188.00	\$6,528.34	\$6,887.40
0160	Fire Engineer	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0226	Firefighter Paramedic	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0227	Fire Protection Specialist	579	\$6,787.73	\$7,161.06	\$7,553.87	\$7,969.33	\$8,407.64
0512	Fire Development Specialist	594	\$7,314.67	\$7,716.97	\$8,141.41	\$8,589.18	\$9,060.13
0101	Fire Captain	598	\$7,460.27	\$7,870.58	\$8,304.40	\$8,760.27	\$9,242.08
0100	Deputy Fire Marshal	620	\$8,325.20	\$8,783.09	\$9,266.16	\$9,775.79	\$10,313.46

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT B – SALARY SCHEDULE

2.5% EFFECTIVE MARCH 19, 2011

56-Hour Rate (Hourly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$22.91	\$24.17	\$25.50	\$26.90	\$28.38
0160	Fire Engineer	570	\$26.74	\$28.21	\$29.76	\$31.40	\$33.13
0226	Firefighter Paramedic	570	\$26.74	\$28.21	\$29.76	\$31.40	\$33.13
0227	Fire Protection Specialist	579	\$27.97	\$29.51	\$31.13	\$32.84	\$34.65
0512	Fire Development Specialist	594	\$30.14	\$31.80	\$33.55	\$35.39	\$37.34
0101	Fire Captain	598	\$30.74	\$32.43	\$34.22	\$36.10	\$38.09
0100	Deputy Fire Marshal	620	\$34.31	\$36.19	\$38.18	\$40.28	\$42.50

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$2,566.40	\$2,707.55	\$2,856.00	\$3,013.08	\$3,178.80
0160	Fire Engineer	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0226	Firefighter Paramedic	570	\$2,994.90	\$3,159.62	\$3,333.40	\$3,516.74	\$3,710.16
0227	Fire Protection Specialist	579	\$3,132.80	\$3,305.10	\$3,486.40	\$3,678.15	\$3,880.45
0512	Fire Development Specialist	594	\$3,376.00	\$3,561.68	\$3,757.57	\$3,964.24	\$4,181.60
0101	Fire Captain	598	\$3,443.20	\$3,632.58	\$3,832.80	\$4,043.20	\$4,265.58
0100	Deputy Fire Marshal	620	\$3,842.40	\$4,053.73	\$4,276.69	\$4,511.91	\$4,760.06

56-Hour Rate (Monthly)

Job Code	Classification	Range	A	B	C	D	E
0229	Firefighter	539	\$5,560.53	\$5,866.36	\$6,188.00	\$6,528.34	\$6,887.40
0160	Fire Engineer	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0226	Firefighter Paramedic	570	\$6,488.95	\$6,845.84	\$7,222.36	\$7,619.59	\$8,038.67
0227	Fire Protection Specialist	579	\$6,787.73	\$7,161.06	\$7,553.87	\$7,969.33	\$8,407.64
0512	Fire Development Specialist	594	\$7,314.67	\$7,716.97	\$8,141.41	\$8,589.18	\$9,060.13
0101	Fire Captain	598	\$7,460.27	\$7,870.58	\$8,304.40	\$8,760.27	\$9,242.08
0100	Deputy Fire Marshal	620	\$8,325.20	\$8,783.09	\$9,266.16	\$9,775.79	\$10,313.46

**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT C – RETIREE SUBSIDY MEDICAL PLAN**

An employee who has retired from the City shall be entitled to participate in the available medical insurance plans and the City shall contribute toward monthly premiums for coverage in an amount as specified in accordance with this plan, provided:

- A. At the time of retirement the employee has a minimum of ten (10) continuous years of regular (permanent) City service immediately prior to retirement or is granted an industrial disability retirement. Said service must be continuous unless prior service is reinstated at the time of his/her rehire in accordance with the City's Personnel Rules; and
- B. At the time of retirement, the employee is employed by the City; and
- C. Following official separation from the City, the employee is granted a retirement allowance by the California Public Employees' Retirement System.

The City's obligation to pay the monthly premium, as indicated, shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:

- 1. On the first of the month in which a retiree or dependent reaches age 65 or on the date the retiree or dependent can first apply and become eligible, automatically or voluntarily, for medical coverage under Medicare (whether or not such application is made), the City's obligation to pay monthly premiums may be adjusted downward or eliminated. Benefit coverage at age 65 under the City's sponsored medical insurance plans shall be governed by applicable plan document.
 - 2. In the event of the death of any employee, whether retired or not, the amount of the retiree medical insurance subsidy benefit which the deceased employee was receiving at the time of his/her death or would be eligible to receive if he/she were retired at the time of death, shall be paid on behalf of the spouse or dependent(s) for a period not to exceed twelve (12) months.
- D. Industrial Disability Retirees -Industrial disability retirees with less than ten (10) continuous years of regular (permanent) service shall receive a maximum monthly payment toward the premium for health insurance of \$121. Payments shall be in accordance with the stipulations and conditions, which exist for all retirees. Payment shall not exceed dollar amount, which is equal to the full cost of premium for employee only.
 - E. Maximum Monthly Subsidy Payments - The payment amounts may be reduced each month as dependent eligibility ceases due to death, divorce or loss of dependent child status. However, the amount shall not be reduced if such reduction would cause insufficient funds needed to pay the full premium for the employee and the remaining dependents. In the event no reduction occurs and the remaining benefit premium is

**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT C – RETIREE SUBSIDY MEDICAL PLAN**

not sufficient to pay the premium amount for the employee and the eligible dependents, said needed excess premium amount shall be paid by the employee.

All retirees, including those retired as a result of industrial disability whose number of years of continuous regular (permanent) service immediately prior to retirement exceeds ten (10) years, shall be entitled to maximum monthly payment of premiums by the City for each year of completed City service as follows:

Maximum Monthly Payment
for Retirees After:

Years of Service

10	\$ 121
11	136
12	151
13	166
14	181
15	196
16	211
17	226
18	241
19	256
20	271
21	286
22	300
23	315
24	330
25	344

F. Eligibility:

1. The effective start-up date of the Retiree Subsidy Medical Plan for the eligible retirees shall be the first of the month following retirement date.
2. A retiree may change plans, add dependents, etc., during annual open enrollment. The City shall notify covered retirees of this opportunity each year.
3. Years of service computed for the Retiree Subsidy Medical Plan are actual years of completed continuous regular (permanent) service with the City of Huntington Beach immediately prior to retirement.
4. When a retiree is eligible for medical plan coverage at the expense of another employer due to post-retirement employment of the retiree or spouse of the retiree, the retiree and his/her spouse must take that coverage regardless of benefit level and shall be deleted from any City

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**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT C – RETIREE SUBSIDY MEDICAL PLAN**

sponsored health insurance Plan. Exceptions to this requirement are limited to the following:

- a. A retiree is not required to enroll in such "other" medical insurance plan coverage if there is significant disparity between the benefits provided by the "other" medical insurance plan and the City sponsored health insurance plan as defined below. "Significant disparity" means coverage available under the "other" medical plan is restrictive or limited in one or more of the following ways:
 - 1) No in-patient hospitalization coverage.
 - 2) No major medical benefits.
 - 3) Annual deductible is greater than or equal to \$1,000 per person.
 - 4) Major medical benefits are paid at 60% or less of covered expenses in network.
- b. The City Administrator or designee will have the authority to provide additional exceptions following review of the "other" medical insurance plan policy. Exceptions will be made only if the "other" medical plan benefit provisions are comparable to the guidelines under (F.4.a.) above.
- c. Miscellaneous Provisions:
 - 1) Benefits provided under the available medical insurance plan will be coordinated with the "other" medical insurance plan as the primary carrier.
 - 2) The City shall have the right to require any retiree to provide a copy of the "other" medical insurance plan policy for review by the City Administrator or designee.
5. When a retiree under age 65 becomes eligible for the other group coverage and then becomes no longer eligible, he/she may have the Retiree Subsidy Medical Plan reinstated for the purchase of available health insurance.
6. Dependents of a retiree under age 65 may follow him/her into the Retiree Subsidy Medical Plan or they may choose to exercise COBRA rights along with the retiree.
7. When a retiree becomes 65 and has eligible dependents under 65, said dependents are eligible to exercise COBRA rights.

**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT C – RETIREE SUBSIDY MEDICAL PLAN**

8. When a retiree is under 65 and his/her spouse is over 65, the spouse is not covered.

- G. Premium payments are to be received at least one month in advance of the coverage period. Retiree Subsidy Medical Plan and COBRA participants shall be notified of non-payment of premium by means of a certified letter from the City in accordance with provisions of the Memorandums of Understanding.

A retiree who fails to pay premiums due for coverage and is in arrears for sixty (60) days shall be terminated from the plan and shall not have reinstatement rights.

H. Subsidies:

1. The subsidy payments will pay for:
 - a. Available health insurance plans for eligible retirees.
 - b. Part A of Medicare for those retirees not eligible for paid Part A.
2. Subsidy payments will not pay for:
 - a. Part B Medicare.
 - b. Any other City sponsored benefit plan.
 - c. Any other commercially available benefit plan.
 - d. Medicare supplements

I. Medicare:

1. All persons are eligible for Medicare coverage at age 65. Those with sufficient credit quarters of Social Security will receive Part A of Medicare at no cost. Those without sufficient credited quarters are still eligible for Medicare at age 65, but will have to pay for Part A of Medicare if the individual elects to take Medicare. In all cases, Part B of Medicare is paid for by the participant.
2. When a retiree and his/her spouse are both 65 or over and neither is eligible for paid Part A of Medicare, the subsidy shall pay for Part A for each of them or the maximum subsidy, whichever is less.
3. When a retiree at age 65 is eligible for paid Part A of Medicare and his/her spouse is not eligible for paid Part A, the spouse shall not receive subsidy. When a retiree at age 65 is not eligible for paid Part A of Medicare and his/her spouse who is also age 65 is eligible for paid Part A of Medicare, the subsidy shall be for the retiree's Part A only.

**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT C – RETIREE SUBSIDY MEDICAL PLAN**

J. Cancellation:

1. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:
 - a. Coverage for a retiree under the Retiree Subsidy Medical Plan will be eliminated on the first day of the month in which the retiree reaches age 65 whether or not the retiree applies for Medicare coverage. If such retiree was covering dependents under the Plan, dependents will be eligible for COBRA continuation benefits effective as of first day of the month in which the retiree reaches age 65.
 - b. When one of the following occurs, dependent coverage will be eliminated:
 - 1) After 36 months of COBRA continuation coverage, or
 - 2) When the covered dependent reaches age 65 in the event such dependent reaches age 65 prior to the retiree reaching age 65.
2. Premium payments are to be received at least one month in advance of the coverage period.
3. A retiree who fails to pay premiums due for coverage and is in arrears for sixty (60) days shall be terminated from the plan and shall not have reinstatement rights.

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION EXHIBIT D – TILLER CERTIFICATION

Following is the method of application regarding Tiller Certification, Article V, Section E-4 of the Huntington Beach Firefighter's Association MOU:

Article V, Section E-4-Tiller Certification

- a. Tiller Certification -- The Huntington Beach Training Manual, identifies the method and requirements for Tiller Certification.
- b. Class B Firefighter Restrictive License.--State Department Of Motor Vehicles established.
- c. Light Air Unit -- The intent is for a Firefighter to be able to drive, set up, and safely operate the Light Air unit. Currently, hazardous materials personnel operate the Light Air Unit. They are trained in the safe operation of the unit but do not actually "certify." We are developing a training program for the unit that will consist of a short written test to identify the safety and operational aspects the lighting and air system. The program will formalize the current existing training program that has been in use and assure that firefighting personnel are properly trained. Since Firefighters may not be assigned to the unit regularly, we will also establish a refresher class each year to maintain their capabilities.

Note! All Fire Department personnel have been trained in the past in the operation of the Light Air Unit. Since we do not have a formalized training program for the unit at the present time, all Firefighters will be grandfathered into meeting the requirements until the training program is finalized. This process will provide the following options for compensation:

- If the Firefighter was Tiller Certified and had a Class B Firefighter Restrictive License as of September 5, 1998, they will receive the identified compensation effective that date. Upon implementation of a formal certification program for the Light Air Unit, these Firefighters will be required to become certified in light air operation.
- If, after September 5, 1998, and until the training program for the Light Air Unit is developed and implemented, a Firefighter obtains Tiller Certification and the Class B Firefighter Restrictive Drivers License, they will be eligible for compensation following application. Upon implementation of a formal certification program for the Light Air Unit, these Firefighters will be required to become certified in light air operation.
- For Firefighters requesting compensation after the training program for the Light Air Unit is formalized, they must obtain Tiller Certification, the Class B Firefighter Restrictive Drivers License, and be certified in light air operations. They will be eligible for compensation following application.

Note! If a Firefighter elects not to participate in the above mentioned Tiller Certification compensation, it does not preclude the currently established requirement by the Department for a firefighter to be Tiller Certified, as identified in the Huntington Beach Training Manual.

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**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT E – INCOME PROTECTION PLAN**

This is to memorialize an agreement between the City of Huntington Beach (City) and the Huntington Beach Firefighter's Association (HBFA) regarding authorizing the HBFA to administer its own Long Term Disability (LTD) insurance program providing the following conditions are adhered to:

1. The City and HBFA agree that the City shall not provide a City-sponsored LTD Insurance Program for employees represented by HBFA.
2. HBFA shall contract with an insurance provider for LTD insurance for the employees represented by the HBFA.
3. The City shall pay to HBFA for the cost of LTD premiums not to exceed \$38.00 per month per occupied covered position represented by HBFA.
4. Non-dues paying represented employees shall be covered by the LTD Policy at the same premium rate as dues paying represented employees.
5. City payment to HBFA is to be made for each represented employee per month based on the bi-weekly payroll.
6. HBFA shall pay the insurance company for the cost of premiums and any charges incurred for administering the program.
7. HBFA shall provide the City with a monthly listing of covered employees.
8. No self-funding/self-insurance of LTD benefits is permitted under this agreement.
9. HBFA shall authorize the City to have the insurance company provide documentation to the City as follows:
 - a) A copy of the most current audited financial statements.
 - b) A copy of the latest actuarial report, which should be completed by an independent "Fellow of the Society of Actuaries";
 - c) A copy of the in-force re-insurance Policy;
10. HBFA will provide a statement certifying that premiums collected are for LTD benefits for HBFA represented employees only.

**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT F - 40/56-HOUR CONVERSION VACATION AND SICK LEAVE ACCRUAL**

**LEAVE BENEFITS
(EXAMPLE)**

Permanent, full-time employees shall accrue annual vacations or sick leave at their appropriate assigned work schedule rate, either 40-hour or 56-hour workweek. The actual accrual, as reflected on their payroll check will also reflect their actual work schedule. In the event of a change in work schedules, personnel will have their accrual rate (Constant) and actual accrual (Accrued) change to the new schedule using the conversion factor, .7143. Paychecks will reflect the accrual rate based on the actual work schedule, either forty (40) or fifty-six (56) hour schedule. All maximum accruals will be modified to reflect the proper number of hours, either 40-hour or 56-hour workweek.

EXAMPLE – CURRENT EXCEPTION

40-HOUR FIRE PROTECTION SPECIALIST

Paycheck stub shows 1000 hours accrued sick leave.

Employee uses 24 hours sick time.

1000 hours – 24 hours = 976 hours.

56-HOUR FIREFIGHTER PARAMEDIC

Paycheck stub shows 1000 hours accrued sick leave.

Employee uses 24 hours sick time.

1000 hours – 24 x .7143 = 17.1 hours = 982.9 hours

(This mathematical transaction takes place for each exception.)

EXCEPTION

ALL 56-HOUR PERSONNEL

Modify to 56-hour schedule - current accrued hours divided by .7143.

40-hour rate paycheck stub indicates 1000 hours sick leave.

1000 hours divided by .7143 = 1400 hours

1400 hours would be reflected on the employee's 56-hour workweek paycheck stub.

56-hour schedule employee uses 24-hours sick time - hours are taken hour for hour.

1400 hours – 24 hours = 1376 hours remaining.

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT F - 40/56-HOUR CONVERSION VACATION AND SICK LEAVE ACCRUAL

LEAVE BENEFITS
(EXAMPLE)

40-HOUR FIRE PROTECTION SPECIALIST

Remains the same

*FIRE PROTECTION SPECIALIST IS REASSIGNED AS A 56-HOUR FIREFIGHTER
PARAMEDIC*

ACCRUAL RATE

Current 40-hour Fire Protection Specialist sick leave accrual - 3.6923 hours per pay period.

56-hour Firefighter Paramedic employee would accrue sick leave at 5.1691 (3.6923 divided by .7143 = 5.1691) hours per pay period. This would accurately indicate accrual at the 56-hour rate.

56-HOUR EMPLOYEE ASSIGNED TO A 40-HOUR POSITION

Upon change of 56-hour Firefighter Paramedic employee to a 40-hour Fire Protection Specialist.

Accrued sick leave = 1400 hours

$1400 \times .7143 = 1000$ hours

1000 hours would be reflected on pay check.

Sick leave accrual would return to 3.6923 per pay period

**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT G - POLICY D-14, MINIMUM STAFFING AND FILLING OF VACANCIES**

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